

AT-51

STATE OF ALABAMA  
DEPARTMENT OF INDUSTRIAL RELATIONS  
HEARINGS AND APPEALS DIVISION  
MONTGOMERY, ALABAMA 36130



**DECISION ON UNEMPLOYMENT COMPENSATION CLAIM**

**CLAIMANT**

BEATRICE WILLIS  
18 BRANNON AVE  
OPELIKA AL 36801-4424

**EMPLOYER**

SEARS ROEBUCK & CO  
ATT KENNY REESE  
1627 OPELIKA RD STE 5  
AUBURN AL 36830-2827

CERTIFIED AND TRUE COPY OF ALA.  
DEPT OF INDUSTRIAL RELATIONS  
RECORDS.

APPELLANT : CLAIMANT  
LOCATION : MONTGOMERY JAN - 4 2006  
(TELEPHONE)  
OC NO. : 00-74

DATE MAILED : 1/14/05  
CASE NO. : 13959-AT-04  
S. S. NO. : 418-98-1217  
HEARING DATE : 1/11/05

*Neil Smart, Jr.*  
CLERK OF RECORD

**APPEARANCES AT THE HEARING:** Claimant with witness and employer representative with two witnesses

**ISSUE(S):** Whether the claimant was discharged or removed from work for a dishonest or criminal act committed in connection with work or for sabotage or an act endangering the safety of others or for the use of illegal drugs after previous warning or for the refusal to submit to or cooperate with a blood or urine test after previous warning. Section 25-4-78(3)(a) Code of Alabama 1975

**FINDINGS:** The claimant appealed an Examiner's determination which imposed a disqualification and denied unemployment benefits under the provisions of Section 25-4-78(3)(a) of the Unemployment Compensation Law.

The claimant worked for the listed employer as an appliance salesperson from September 22, 2004 until discharged on November 1, 2004. This separation occurred because the claimant had given unauthorized discounts on sales transactions. On October 31, 2004, the loss prevention manager discovered the discount discrepancies during an audit of the sales transaction journals and receipts. Sales receipts for the transactions show that the coupon used was not valid for the purchases. The claimant used a coupon intended for customers who paid for a service call at their home for appliance repair but elected not to have the appliance serviced. With the coupon, the customer receives a \$65 discount on appliances priced at \$399.99 and above. This coupon is provided to the customer when the service call is made at their home. The conditions for receiving the discount are printed on the face of the coupon. It was verified with the service manager that 13 of the 14 sales transactions that the claimant transacted with the coupon were invalid because the customers had not received the coupon through the service department. When the coupon is scanned for the discount, a bar code is printed on the sales receipt. The same bar code for the coupon used to give the discount was duplicated on several sales receipts for different customers. After the coupons used, the salesperson is required to mark thought the bar code and turn the coupon into the business office at the end of the day for audit. Repeated use of the same coupon is not allowed. In some instances, the claimant allowed the customer to use the coupon on appliances priced below \$399.99 or invalid items. Prior to this incident, the claimant had been made aware of the company policy and procedures for transacting sales with a valid coupon discount.

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WILLIS

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00196

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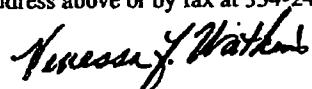
Case Number 13959-AT-04

Page 2

**CONCLUSIONS:** Section 25-4-78(3)(a) of the Law provides for a total disqualification on a claim for benefits if it is shown that the claimant was discharged or removed from work for a dishonest or criminal act committed in connection with work. "Dishonesty" is defined as a lack of truth, honesty, probity, or trustworthiness, or by an inclination to mislead, lie, cheat, or defraud. The preponderance of evidence shows that the claimant was discharged for misappropriation of company funds. This is a dishonest act. The behavior demonstrates a deliberate disregard of the employer's interests and constitutes misconduct committed in connection with work. Therefore, the claimant is subject to the disqualifying provisions of this section of the Law.

**DECISION:** The Examiner's determination is affirmed. The claimant remains disqualified under the provisions of Section 25-4-78(3)(a) of the Law. This disqualification remains in effect until the claimant reenters insured or other acceptable employment as specified in the Law, earns wages in such employment of not less than ten times the weekly benefit amount, and is separated from such employment for a nondisqualifying reason. Base period wages earned with this employer are cancelled for benefit payment purposes for this period of employment.

**APPEAL RIGHTS:** This decision becomes final unless an application for leave to appeal to the Board of Appeals is received in writing at the Department address above or by fax at 334-242-2084 on or before the **FINAL DATE OF** January 31, 2005.

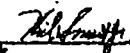


Venessa F Watkins  
Administrative Hearing Officer

VFW/tlj

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JAN - 4 2006

  
Neil Smart, Jr.  
CUSTODIAN OF RECORDS

VERIFIED - H. BROWN

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**SEARS**  
**APPLICATION FOR EMPLOYMENT**  
 (PLEASE PRINT REQUESTED INFORMATION IN INK.)

Date 9-1-94

Sears is an Equal Opportunity Employer and does not discriminate against any individual in any phase of employment in accordance with the requirements of local, state, and federal law. In addition, Sears has adopted an Affirmative Action Program with the goal of ensuring equitable representation of qualified women, minorities, Vietnam Era and disabled veterans, and other disabled individuals, at all job levels.

Applicants may be subject to testing for illegal drugs. In addition, applicants for certain positions that receive a conditional offer of employment must pass a medical examination prior to receiving a confirmed offer of employment.

This application will be considered active for 60 days. If you have not been employed within this period and are still interested in employment at Sears, please contact the office where you applied and request that your application be reactivated.

**PERSONAL INFORMATION** SEARS SEARS

Last Name <u>Willis</u>	First Name <u>Beatrice</u>	Middle Name	Social Security No. <u>418-98-1217</u>
Street Address <u>261 Herring Str Auburn Ala 36830 Lee</u>	City	State	Zip Code
			County
			Telephone No. <u>(205) 821-5408</u>

If hired, can you furnish proof of age?  Yes  No      If hired, can you furnish proof that you are legally entitled to work in the U.S.?  Yes  No

Answer the following questions only if the position for which you are applying requires driving.

Are you licensed to drive a car?  Yes  No      Is license valid in this state?  Yes  No

Have you ever been employed by Sears or a subsidiary of Sears?  Yes  No

If Yes, note unit number and address

Termination Date

Position

Do you have any relatives employed by Sears in the store or unit in which you are applying?  Yes  No      If Yes, Name/Relationship:

In order to assure proper placement of all associates, please list any special skills, training, or experiences which qualify you for the position for which you are applying.

**AVAILABILITY** SEARS SEARS

I am applying for the following position:

Sales  Office  Mechanical  Merchandise Handling

Date you are available to start work:

Other (specify): Sales Associate

I am seeking (check only one):

Inventory/Special Projects (6 days or less)

I am available for:

Seasonal employment (one season, e.g., Christmas)

Part-time employment

Full-time employment

Regular employment (employ. for indefinite per. of time)

Complete the Hours Available For Work Chart below.

If temporary, indicate dates available:

Sun. Mon. Tues. Wed. Thurs. Fri. Sat.

Total hours available per week: 40 or more

FROM						
TO	<u>Any time</u>					

**MISCELLANEOUS** SEARS SEARS

Within the past seven years, have you been convicted of a crime involving dishonesty or violence?  
 (A conviction record will not necessarily be a bar to employment.)

Yes  No

If Yes, explain:

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2 WILLIS

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EDUCATION SEARS SEARS

Names and Locations of Schools Attended	Did you graduate? YES	Did you graduate? NO	Courses of Study	
High School <i>Tuskegee Inst High School Tuskegee Ala</i>	<input checked="" type="checkbox"/>		<i>Alabama History, Government</i>	
College			Major	Degree
Other (Name and type)				

WORK EXPERIENCE SEARS SEARS

List below your four most recent employers, starting with your present or last employer. List under company name any periods of unemployment. If you were employed under another name, please enter under the company name.

Company Name	Address & Phone	Mo. / Yr.	Rate of Pay	Title of Job Held	Reason for Leaving
				Name of Supervisor	
Auburn City Schools		From 9/23	Starting 6.25	Bus Aide	
		To Still there	Final 7/25	Mike Holden	
Auburn Day Care Centers		From 9/9/89	Starting 11.4	Van Driver Teacher	
		To 9/8/91 there	Final 5.58	Ms Ethel White	
		From	Starting		
		To	Final		
		From	Starting		
		To	Final		

## PLEASE READ THE FOLLOWING PARAGRAPH BEFORE SIGNING THIS APPLICATION

I certify that the information contained in this application is correct to the best of my knowledge and understand that any misstatement or omission of information is grounds for dismissal in accordance with Sears, Roebuck and Co. policy. I authorize the references listed above to give you any and all information concerning my previous employment and any pertinent information they may have, personal or otherwise, and release all parties from all liability for any damage that may result from furnishing same to you. In consideration of my employment, I agree to conform to the rules and regulations of Sears, Roebuck and Co., and my employment and compensation can be terminated with or without cause, and with or without notice, at any time, at the option of either the Company or myself. I understand that no unit manager or representative of Sears, Roebuck and Co. other than an Officer of the Company, has any authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the foregoing. In some states, the law requires that Sears have my written permission before obtaining consumer reports on me, and I hereby authorize Sears to obtain such reports.

Applicant's Signature *Bethrice L. Willis*

OFFICE USE ONLY					
Unit Name and Number <i>Auburn, Alabama #2595</i>					
Employment Date <i>9-22-94</i>	Dept. or Div. No. <i>0003C05</i>	<input type="checkbox"/> REGULAR <input checked="" type="checkbox"/> PART-TIME			
Job Title <i>Commission Salesperson</i>	Job Code <i>0801/2075</i>	Job Grade <i>00/10</i>			
Compensation Arrangement	Associate No. <i>506063</i>	Timecard Rack No. <i>1</i>			
Authorized Signature <i>Shannon Callaway</i>	Date <i>9-24-94</i>				

10534 Rev. 7/92 Backer

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**SEARS**  
Human Resources

Full-Line and Automotive Associates

# SEARS

## ASSOCIATE HANDBOOK

Code of Conduct, Company Policies,  
Benefits, Safety & Loss Prevention



DEFENDANT'S  
EXHIBIT

3 WILLIS

# Table of Contents



## Table of Contents

<b>Welcome</b> .....	<b>2</b>
<b>Organization Chart</b> .....	<b>3</b>
<b>88sears</b> .....	<b>4</b>
<b>Code of Conduct</b>	
<b>Business Conduct</b> .....	<b>5</b>
<b>Personal Conduct</b> .....	<b>6</b>
<b>Workplace Violence</b> .....	<b>7</b>
<b>Workplace Conduct</b> .....	<b>8</b>
<b>Company Policies</b>	
<b>Customer Satisfaction Policy</b> .....	<b>9</b>
<b>Attendance Policy</b> .....	<b>10</b>
<b>Dress Code Policy</b> .....	<b>12</b>
<b>Personal Relationships Between a Manager and Subordinate</b> .....	<b>13</b>
<b>Employment and Wage Policies</b> .....	<b>14</b>
<b>Drug-Free Workplace Policy</b> .....	<b>15</b>
<b>Compensation Policies</b> .....	<b>16</b>
<b>Miscellaneous Policies</b> .....	<b>19</b>
<b>Performance Reviews</b> .....	<b>22</b>
<b>Leadership Principles</b> .....	<b>23</b>
<b>Associate Benefits</b>	
<b>Leave of Absence</b> .....	<b>24</b>
<b>Associate Discount Policy</b> .....	<b>28</b>
<b>Benefits at a Glance</b> .....	<b>29</b>
<b>Safety and Loss Prevention</b>	
<b>Loss Prevention</b> .....	<b>32</b>
<b>Safe Work Practices</b> .....	<b>33</b>
<b>Acknowledgement</b> .....	<b>39</b>
<b>Notes Pages</b> .....	<b>41</b>



# Welcome



## Welcome to the Sears family!

The first step to your first day at Sears is Orientation. To assist new Associates in their orientation to the Company, Sears provides this Associate Handbook. The Handbook highlights some of our Company policies, general benefit information and Sears safety standards. You will also receive information on other Company policies and procedures through brochures, posters and other training materials. If you have questions or need clarification on anything you review, please ask. If you would like to see more information on our policies available on the Sears intranet, let the HR Specialist or ASM (your manager) know.

After reviewing this Associate Handbook, you must sign the acknowledgement form located in the back of this book and turn it in to your HR Specialist within 30 days. By signing the form, you are acknowledging that you received a copy of this handbook and are aware of its contents.

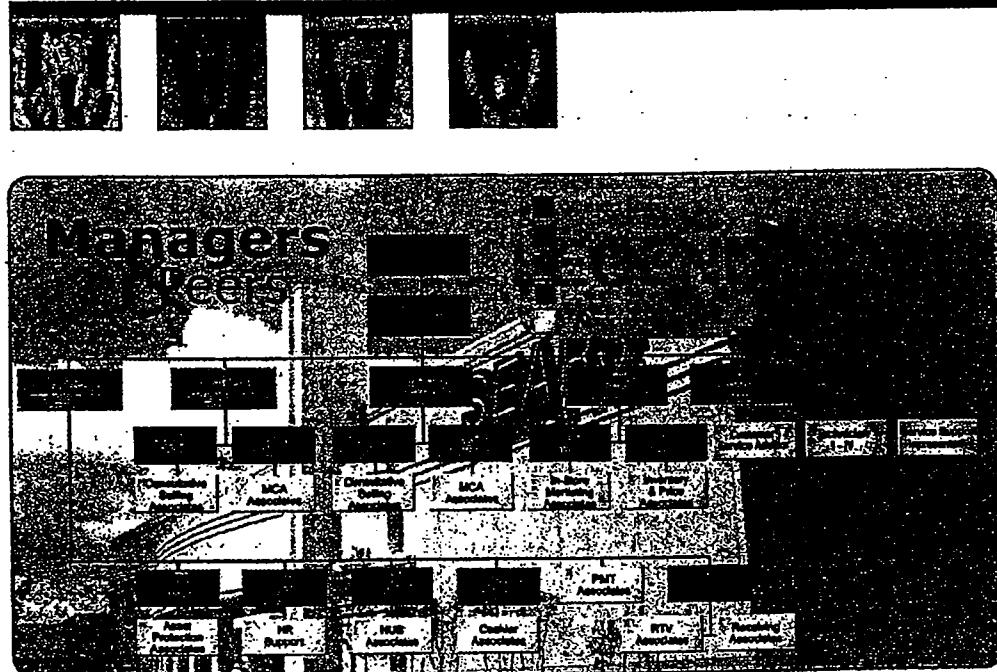
Once Orientation is complete, you will be introduced to our Online Performance training system, known as eLearning. Through eLearning, you will take any job specific training assigned.

At Sears, you can help in a significant way. We believe the Store Owns Sales. We need you to focus on meeting your customers needs, exceeding them, and delighting them through understanding and executing the concept of "Fast, In-Stock and Helpful" as it relates to your role. We want you to take ownership of your job and responsibilities in a way that helps Sears and your store meet their goals. Remember, you have great potential to add value to every part of Sears. No matter what your position in the Company, you have the ability to positively impact the customer experience and the potential to be a leader.

Again, welcome to Sears.

Welcome

# Organization Chart



Organization Chart

# 88sears



## **1-888-88sears**

### **Now, one number does all this:**

#### **Associate Relations Help**

- Talk with a professional HR consultant for performance management issues, terminations, harassment or discrimination in the work place.
- Managers can receive help and guidance on handling issues.
- Associates can report inappropriate treatment or conduct.

#### **Financial Benefits**

- Enroll in 401(k) or stock purchase plans.
- Check account information.
- Perform 401(k) transactions.
- Obtain general plan information.

#### **Health and Group Benefits**

- Enroll in, change or review coverage or update dependent information in medical, dental, Flexible Spending Accounts, Long-Term Disability and other benefits.
- Contact plans or locate providers.
- Check status of claims.
- Obtain general plan information.

#### **Payroll, Direct Deposit, or Personal Information**

- Enroll in, change or review your direct deposit information.
- Update personal information on file.
- Handle other payroll transactions and inquiries.

In addition to the 88sears number, Sears also offers a contact number for reporting/resolving ethical concerns:

#### **Ethics Assistline**

- Report issues involving fraud, theft, etc. for resolution.
- Ask questions regarding the Sears Code of Conduct.
- Call the Sears Ethics Office at 1-800-827-7478.

## **www.88sears.com**

### **Now, one web site does all this:**

#### **Links to HR department sites**

#### **Links to health and group benefits site**

#### **Links to the financial benefit site**

#### **Links to the Internal Talent Gateway**

#### **Links to employment verifications**

#### **Links to related websites (Sears.com, LandsEnd.com)**

#### **New hire information**

#### **Personal data change information**

**Sears is committed to being a diverse, high-performance workplace.**

# Code of Conduct



## Business Conduct

### What Does Proper Business Conduct Mean?

We are all responsible for treating each other, and our customers, as we ourselves wish to be treated. As part of the Sears family, we must commit to acting fairly and honestly at all times. These guidelines capture the spirit of that commitment.

### Selling Practices

Always do your work honestly and truthfully. Never misrepresent Sears products or services.

### Company Property and Records

Safeguard Sears merchandise, cash and Company records. Use Sears property, including information about our customers, suppliers, and Associates solely for business purposes. Maintain accurate documents, including the recording of time and transactions. The Company prohibits the use of any electronic recording device during conversations or meetings without the knowledge and consent of all parties to the conversation or meeting.

### Safety and Environment

Help Sears be a safe place to work and shop. Help protect the environment by conserving resources. Take any issues of concern to your supervisor or manager.

### Customer Focus and Respect

Treat Sears customers fairly and describe Sears products and services truthfully and accurately.

We deal fairly with everyone with whom we do business, whether a customer or Associate of, investor in, or

supplier to Sears. To maintain the trust and respect of our customers, shareholders, Associates, suppliers, communities and business partners, we conduct business in an ethical manner each day. We are committed to vigorous and lawful competition based strictly on the merits of our products and services. Each Associate is expected to be honest with customers. You may not mislead customers through unfair methods of competition, deceptive acts or practices, false advertising claims, or misrepresentations regarding competitors.

### Conflicts of Interest

Act in the best interest of Sears and Sears customers. Avoid working for competitors unless approved by your manager. Do not accept gifts with a value in excess of \$25 from companies that do business with Sears unless approved by your manager.

### Political Activities

You may participate in personal political activity, but your involvement must be on an individual basis, on your own time, and at your own expense. You must make it clear that your views and actions are your own and not those of Sears.

### Making the Right Call

The right choice isn't always the easy choice. Seek advice from your Unit Manager or call Associate Services at 1-888-88sears for clarification.

## Code of Conduct

# Code of Conduct



## Guidance and Straight Answers

If you ever have an "ethical" concern, (i.e. theft, fraud, etc.) first consider approaching your Department Manager, Store Manager, or Human Resources Representative. If you are not comfortable approaching in-store representatives with your concern, then our Office of Ethics and Business Practices can assist. Simply call 1-800-827-7478.

Ethics Communication Specialists are on duty 24 hours a day, 7 days a week. All calls are confidential. You do not have to give your name. The office will assign you a confidential case number for follow-up.

## Personal Conduct

Conduct yourself in a professional manner. Never discriminate against any Associate or customer. Acts of violence, dishonesty, possession of a weapon, harassment, and use of alcohol or illegal drugs on Company premises will not be tolerated.

performance or creates an intimidating, hostile or offensive work environment.

### Sexual Harassment

For many years now, Sears has maintained a strong and clear policy prohibiting all forms of sexual harassment in the workplace. It is the policy of the Company that all Associates, of both sexes, be allowed to work in an environment free from sexual harassment and/or sex discrimination. This policy also applies to our conduct when dealing with customers.

### Forms of Sexual Harassment

Sexually harassing conduct includes, but is not limited to:

- repeated or unwelcome sexual flirtations, advances or propositions
- continued or repeated verbal abuse of a sexual nature
- graphic verbal commentaries about a person's body
- sexually degrading words used to describe an individual
- the display in the workplace of sexually suggestive objects or pictures
- other unwelcome conduct directed at an individual because of his or her gender
- Sexual harassment also encompasses all forms of retaliation against an Associate who has complained of sexually harassing conduct.

Sexual harassment can take many forms, but simply defined, is any unwelcome conduct of a sexual nature. It includes unwelcome sexual advances, requests for sexual favors, other visual, verbal, or physical conduct of a sexual nature and other unwelcome conduct directed at an individual because of his or her gender or sexual orientation when a person's employment with Sears depends on submission to the conduct, submission to or rejection of the conduct affects employment decisions concerning the person; or such conduct unreasonably interferes with a person's work

Any Associate who believes that he or she is being harassed should take the following steps:

- Explain the situation to your immediate supervisor.
- If you are not satisfied with your supervisor's response, or if you are uncomfortable speaking with your supervisor, immediately contact the supervisor's manager or your human resources representative.
- If you still feel that sufficient attention has not been given to your complaint, or if you are uncomfortable talking with someone in your unit, contact 1-888-88sears.

The Company will investigate all complaints of sexual harassment and take appropriate action. Any violation of this policy will result in disciplinary action up to and including termination.

# Code of Conduct



## Workplace Violence

It is the policy of the Company to provide an environment in which all Associates are allowed to work – and all customers are allowed to shop – free from workplace violence. The term “workplace violence” covers many different actions which affect our fellow Associates, our customers, the workplace and Sears. While we may not always agree with our fellow Associates, customers, or decisions made by Sears, we are all expected to act professionally no matter what our position or level of authority. We must treat everyone with dignity and respect, and adhere to the fundamental values and principles outlined in our Code of Conduct. By dealing honestly, responsibly and fairly with everyone with whom we do business, we will do our part in creating a safe working and shopping environment.

**Workplace violence is defined as:**  
Any direct or implied threat, intentional act or other conduct that would arouse fear, hostility, intimidation or the apprehension of harm in another person for his/her safety, the safety of his/her family, friends, co-workers, employer or property. The policy applies to threats or other conduct that:

- occurs on Company premises
- occurs during the course of Company business
- occurs through the use of Company property
- involves other Associates, and/or
- affects Sears business interests

The policy also includes the no weapons policy.

### Examples of Workplace Violence

Acts of violence, including, but not limited to the following, will not be tolerated:

- Bringing or using weapons of any kind at any time while on Company property, including parking lots, or while engaged in conducting Company business.
- Starting or participating in a physical or verbal fight.
- Punching, slapping, abusive use of profanity or any type of assault on another person.
- Participating in dangerous horseplay of any kind.
- Threatening or intimidating another person in any manner.

An Associate who has a concern regarding safety in the workplace is encouraged to immediately report such concern to his/her Unit Manager, or directly to the Human Resources Department. The Company will investigate all complaints and take all appropriate action necessary, including criminal prosecution if applicable.

Any Associate who is found to have violated this policy is subject to disciplinary action up to and including termination.

Code of Conduct

# Code of Conduct



## Workplace Conduct

*Most of the time, good judgement will tell Associates the right thing to do. But just for your information, the following are examples of business and personal conduct that can lead to termination of employment.*

### Business Conduct

If you want to notify Sears of inappropriate business conduct, but are uncomfortable speaking with someone in your unit, contact the Office of Ethics and Business Conduct at 1-800-BASSIST.

Examples of unacceptable business conduct include, but are not limited to:

- Theft or dishonesty
- Soliciting or accepting gifts (money or merchandise) in connection with a Company transaction of any kind
- Conducting other than Company business on Company property, or while engaged in Company business at a customer's home or business
- Committing, or attempting to commit, deliberate damage to Company property, advocating or taking part in unlawful seizure of, or trespassing on, Company property
- Violating Associate discount policy; giving unauthorized mark downs to customers/Associates
- Misusing Company resources, including but not limited to the misuse, personal, or nonwork-related use, alteration, theft, destruction, or unauthorized disclosure to a third party of computer resources, trade secrets or other confidential information
- Removing merchandise or Sears property from a unit without evidence of purchase
- Using someone else's Associate number when ringing sales
- Handling your own transactions or transactions for members of your family, including sales, refunds, cashing checks, and the like
- Failing to follow proper procedures for handling sales and cash
- Failure to follow Automotive wheel torque policy (Automotive)
- Working on your personal vehicle (Automotive)

### Personal Conduct

If you want to notify Sears of inappropriate personal conduct but feel uncomfortable speaking with someone in your unit, contact a professional HR Consultant at Associate Services by calling 1-888-88sears.

Examples of unacceptable conduct which can lead to termination include, but are not limited to:

- Unsatisfactory performance of your job
- Willful misconduct, including insubordination (disregarding legitimate directions from member of management)
- Disorderly conduct, including fighting with or assaulting other Associates or customers; reporting for work under the influence of liquor, drugs, or other stimulants, or consuming such substances while on Company premises
- Obtaining employment on the basis of false or misleading information
- Falsifying attendance by clocking in for another Associate, or permitting anyone else to clock in for you
- Excessive absences or tardiness, including absence from your job for two consecutive days without notifying your unit
- Failing to conduct yourself in a reasonable and businesslike manner with customers, fellow Associates, supervisors and management
- Harassing, insulting or otherwise mistreating any fellow Associate or customer on the basis of that person's race/color, religion, sex, sexual preference/orientation, age, national origin, ethnicity, ancestry, disability or marital or veteran status
- Failure or refusal to participate in a Company investigation, or any attempt to interfere with or impede a Company investigation
- Suspension or revocation of driver's license (Automotive)

# Company Policies



## Company Policies

### Customer Satisfaction Policy

#### Satisfaction Guaranteed or Your Money Back

If for any reason a customer is not satisfied with any purchase from Sears, they may return it within a reasonable period of time from the date of purchase for a full refund or exchange.

#### Reasonable Time Period

A reasonable time period is one that is sufficiently long enough for the customer to become familiar with the merchandise or service involved. The appropriate time for each customer depends on all the circumstances of each individual transaction such as the type of merchandise, degree of use, etc.

A liberal and fair approach must always be exercised with each customer. As a rule of thumb, one year for Apparel, Home Fashions and Hardlines; six months for seasonal goods and 60 days for computers may be an appropriate measure of a reasonable period of time. These are only guidelines; the customer is the final judge as to satisfaction.

#### How to Handle Returns Within the Reasonable Timeframe

Situation	Standard Guidelines	Approved Options
With Receipt - New or Used	Offer customer exchange	Offer refund of price paid
Without Receipt - New or Used	Offer exchange for same item or last sale price towards new purchase	Offer refund of last sale price in the form of a Gift Card

Note: If the customer disputes the sale price and insists they paid regular price, trust them and refund the regular price.

#### Pledge of Fairness

If a customer is not satisfied with their purchase after a reasonable period of time, Sears wants to make an adjustment that the customer will consider fair.

#### How to Handle Returns Outside the Reasonable Timeframe

Situation	Standard Guidelines	Approved Options	Introduce Manager
New With Receipt	Exchange for another item, crediting price paid	Refund up to price paid	Introduce the Manager to Satisfy the Customer
New Without Receipt	Exchange for another item, crediting last sale price	Exchange for another item, crediting last sale price	Introduce the Manager to Satisfy the Customer
Used With or Without Receipt	Follow warranty if applicable Repair at customer expense Exchange for another item and give pro-rata credit based on pro-rata chart		Introduce the Manager to Satisfy the Customer

# Company Policies



## Attendance Policy

### Full-Line Store Hourly Attendance Program for Retail Store Associates

Regular and timely attendance is an essential job function for all positions at Sears. It is the responsibility of every Associate to report to work on time and work all scheduled hours.

Absence is defined as an Associate being unavailable to perform assigned job functions because he or she was not present at the work place as scheduled. Your HR Specialist will be able to tell you (or provide you with examples of) what is or is not defined as an absence occurrence. Tardiness is defined as an Associate reporting to work and recording his/her start time more than six minutes after the scheduled start time.

Your manager or Human Resource Representative will provide you with a copy of how the attendance policy is managed.

Examples of absences include, but are not limited to, the following:

- Personal illness, other than an illness under the Family and Medical Leave Act (FMLA) or applicable state laws
- Non-work related injury or accident
- Inability to work due to personal reasons such as illness of family members not covered by FMLA or applicable state laws
- Transportation problems

Examples that are NOT absences include, but are not limited to, the following:

- Vacation, flexible days (FT only) and scheduled days off as long as they are approved by management in advance. (Associates calling out on a day they are scheduled to work will receive a point(s) regardless if they request to take the day as vacation or a flexible day for pay purposes.)
- Work-related injury or accident covered under workers compensation
- Inability to work due to reasons covered by the FMLA or applicable state laws.
- Pre-scheduled jury duty
- Military leave
- Approved leave of absence such as FMLA, short term disability covered under FMLA, long term disability, military leave or other applicable state laws.
- Funeral for members of the immediate family, or of relatives outside the immediate family, as defined by Sears policy.

# Company Policies



## Attendance Considerations

An Associate who is absent from work for two consecutive days, without notifying Sears via the defined call-in process, will be subject to immediate termination.

For absences due to illness or injury of 7 consecutive days or more, Associates will be asked to provide a physician's release to return to work.

Full-time Associates absent due to illness or injury 7 consecutive days or more are required to call MetLife at 1-888-868-3997. Metlife will determine compensability and verify the need to be absent.

Sears leeway policy allows Associates to punch in up to 6 minutes after the start of their scheduled shift without a tardy occurring.

Associates are required to punch in and out for work, including lunch periods.

Associates who initiate future schedule changes, which are approved by management, must inform HR so the master schedule remains accurate.

New hires who have not completed 60 days of employment may be released after any 2 incidences of tardiness or absence.

If you have questions regarding the general attendance policy, speak to your Human Resource Representative or contact 1-888-88sears.

Company Policies

# Company Policies



## Dress Code Policy

It is the policy of the Company that Associates, as representatives of Sears to our customer, are expected to dress in appropriate business casual attire as outlined, and adhere to commonly accepted standards of grooming that represent a professional and businesslike image at all times. The purpose of our dress code is to easily identify Associates for our customers, which is the first step for good customer service. Name badges are required.

### Compliance

Repeated violations of the Dress Code Policy may result in disciplinary action up to and including termination.

A copy of the dress code will be distributed to you locally in your unit.

## Use of Cell Phones

Calls on personal cell phones while on the sales floor are no different than receiving personal phone calls on our business phones and should be very limited unless there is an emergency.

Serving our customers in the store and on the phone is our priority, and they should never be ignored over personal phone calls.

# Company Policies



## Personal Relationships Between a Manager and Subordinate

It is the policy of Sears to prohibit anyone in a Personal Relationship from working in any Prohibited Situation, even in a case where the Personal Relationship is voluntary and welcome.

When a manager and a subordinate marry, become romantically involved, start dating, or establish a consensual sexual relationship (collectively "Personal Relationships") and the manager directly or indirectly supervises the subordinate or can impact the subordinate's work performance evaluation, or salary treatment ("Prohibited Situation"), it can create significant workplace problems.

### Procedure

The manager involved in the Prohibited Situation must advise the appropriate Human Resources Director. In such cases, the Company will endeavor, where practicable in view of prevailing business conditions and time constraints, to (a) reassign or transfer the manager to another work group or to a position in which the manager no longer exercises direct or indirect supervisory control over the subordinate or no longer impacts the subordinate's work, performance evaluation or salary; or (b) assign another supervisor to the subordinate. If none of these options is practicable, the Company may request the resignation of the involved manager, or otherwise resolve the Conflict Situation by demoting or terminating the involved manager.

**Please note that policies and procedures around this topic may vary by state. For additional information, contact your HR Specialist or call 1-888-88sears.**

Company Policies

# Company Policies



## Employment and Wage Policies

### Equal Employment Opportunity Policy

Fair employment is an essential component of a compelling place to work. Sears is committed to providing a fair work environment which protects the civil rights of every Associate, customer and vendor.

Discrimination is not permitted against any Associate or person with whom we have business dealings because of his or her race, color, religion, sex, national origin, age, disability, citizenship status, veteran status, marital status, sexual orientation, ancestry, pregnancy or any other reason prohibited by law. This policy also prohibits all forms of harassment based on any of these factors.

This applies to all areas of employment, including hiring, training, advancement, compensation, benefits, discipline, and termination. Any violation of this policy will result in disciplinary action up to and including termination.

### Affirmative Action Policy

Sears has maintained a formal Affirmative Action program since 1968. This program is designed to accomplish two goals:

- o to ensure adherence to our policy of fair employment, and equal employment opportunity, and
- o to continue to move Sears toward the goal of a balanced workforce of qualified Associates that reasonably reflects the available labor force.

Sears Affirmative Action program has nothing to do with employment quotas or preferential treatment for anyone based on sex or race. Our program does require that we make good faith effort to balance our workforce with qualified Associates.

### Employment Policy

Employment at Sears does not mean you are guaranteed a job for any specific period of time or until you retire. Likewise, you don't commit yourself to work at Sears for any specific length of time. Both you and Sears reserve the right to discontinue your employment with the Company at any time, for any reason, and without notice or cause. This flexibility lets you adapt to changing personal circumstances or other employment opportunities, and it allows the Company to effectively administer its human resource policies.

Candidates for Automotive positions must be at least 18 years of age and have a valid driver's license.

### Wage Policy

It is Sears policy to offer pay rates that compare favorably with rates for comparable work in your community. The amount of money you earn at Sears is determined by the nature of your work and the quality of your work. Pay increases will be considered at regular intervals. If you're advanced to a more responsible job, you may be eligible to receive a promotional increase for your new activity.

Your performance at Sears is observed from day to day and may be reviewed with you periodically by your manager or supervisor. These Performance Reviews give you an opportunity to discuss your job, your career goals, and any questions or comments you may have. At the same time, you'll have a chance to find out about your progress on the job.

# Company Policies



## Drug-Free Workplace Policy

Sears is committed to the health, safety and welfare of our Associates, their families and our customers. However, abuse of drugs and alcohol continues to be a problem in our communities. This abuse decreases productivity and increases accidents, absenteeism, medical and disability costs and thefts of Company property by Associates.

For Associates, the consequences of drug and alcohol abuse can be tragic - not only for abusers and their families, but also for the co-workers and customers they put in jeopardy. In addition to serious health and safety concerns, the Company's profitability is undermined by the poor performance and accidents of drug and/or alcohol abusers.

### For Applicants

Unless otherwise prohibited by law, Applicants who have received conditional offers of employment must take and pass a pre-employment test for evidence of drug use prior to beginning work. Applicants who refuse to be tested, test positive or tamper with such tests will not be hired.

### For Associates

Associates are expected to report to work on time and in an appropriate mental and physical condition for work. Reporting to work with alcohol or other unlawful drugs in one's system is prohibited. The unlawful manufacture, distribution, sales, purchase, possession or use of alcohol, drugs or inhalants on Company premises or while conducting Company business is prohibited. Associates are prohibited from consuming or possessing alcoholic beverages or being under the influence of alcohol, drugs or inhalants while they are working, operating Company vehicles, or on Company premises. This does not prohibit the serving of alcoholic beverages at certain Company functions where prior approval has been given by a Company officer. Associates must report to their manager any drug- or alcohol-related criminal arrest or conviction, whether on- or off-premises conduct, within five days after the arrest or conviction.

The policy applies to illegal drugs, use of prescription drugs by a person to whom a prescription has not been issued, or use of a prescription or over-the-counter drug in a manner other than which it was intended to be used. The policy does not prohibit Associates from lawfully possessing or taking controlled

substances under the supervision of a doctor if they discuss their job duties with their doctor and immediately advise their supervisor of any restriction or safety hazards, and if use does not prevent them from performing their jobs safely and effectively.

In accordance with state and federal laws, Associates will be required to cooperate in drug and/or alcohol tests...

- If there is reason to suspect they are using, in possession of, or are under the influence of drugs or alcohol.
- If they appear to cause or contribute to an on-the-job accident that results in:
  - Injury to themselves or others that requires more than routine first-aid or results in lost time that interrupts their scheduled hours.
  - damage of \$500 or more to customers' or Sears property or merchandise, or
  - impairment of business operations.
- for a period of two years following return to work after a previous positive drug or alcohol test.

Associates who refuse to cooperate in testing, or who tamper with such tests, will be subject to immediate termination of employment.

Associates who test positive for alcohol or drugs, or who otherwise violate this policy, are subject to disciplinary action, up to and including termination of employment. When management considers it appropriate, Associates will be referred to the Sears Employee Assistance Program (EAP). They will be required to document their cooperation in a drug/alcohol assessment and successfully complete all required treatment as an alternative to termination. This alternative generally does not apply to Associates with less than one year of service at Sears, to Associates who have previously violated the policy, or to Associates who traffic in drugs.

Employee assistance counseling is also available to all Associates on a voluntary basis. Counselors are available at 1-800-424-4732, 24 hours a day.

## Company Policies

This policy does not confer any employment rights on Applicants or Associates. Sears reserves the right to change this policy at any time.

# Company Policies



## Compensation Policies

### Training Pay

As a Sears Associate, you are compensated for hours associated with training, travel, attending meetings and time spent on non-selling support activities and tasks.

### Initial Training

Initial training is an important part of helping Sears Associates focus on being fast, helpful and in-stock. Initial training consists of induction training and introductory business training. Hours and rates vary by position and area of assignment. Non-Commission and Support Associates are paid their hourly rate for training. Commission Associates new to Sears or moving from an hourly assignment to a commission assignment are paid an initial training rate. Associates moving from one commission assignment to another are paid their current benefit rate.

### Business Specific Training

Business Specific Training is designed and supported by the business to enhance Associate's product knowledge, increase level of effectiveness and/or selling skills. It includes only the actual time spent in training, up to 4 hours per week. Commission Associates are paid the higher of their current base rate, training rate, or minimum wage based on their business. Non-Commission and Support Associates are paid their hourly rate. It does not include travel time, which if earned is compensated at benefit rate. During the week that a business training event scheduled is greater than 4 hours, no other types of training may be scheduled for that business.

### Benefit Rate Training

Benefit Rate Training includes meetings and specific training events in excess of 4 hours for commission selling, non-commission selling and support Associates. During the week that a business training event is scheduled greater than 4 hours in duration, no other types of training may be scheduled for that business. Routine meetings such as ready meetings and promotional reviews are recorded as regular time.

### Support Activities and Tasks

Support activities and routine tasks are considered part of a position's responsibility in order to maintain daily presentation. These activities include, but are not limited to: set-up, housekeeping, ready meetings and contacting customers.

Since a commission Associate's pay is dependent upon sales, time spent in support activities and routine tasks should be held to a minimum. The recommendation is no more than a half hour per day, or to a maximum of 2 hours per week. If a commission selling Associate is scheduled to perform non-selling or support "tasks" other than those listed, they will be compensated at the higher of their current base rate, training rate, minimum wage based on their business and per state requirements. Non-Commission and Support Associates are paid their hourly rate.

# Company Policies



## Company Policies

### Travel Time

Travel time includes all travel time less normal commute time and is paid at the Associate's benefit rate. Example: Meeting is an hour away. Normal commute is 20 minutes. The remaining 40 minutes is paid at the Associate's benefit rate. When an overnight stay is involved, the time spent in meetings or performing other work is considered work time and is paid as either regular time, overtime or as Business Specific Training depending on the composition of the rest of the week. If, at the Company's request, the Associate is asked to travel early for a meeting or return later in order to obtain lower air fare rates, the Associate is to be paid 8 hours at their benefit rate for each extra day added to the trip.

require another Sales Associate to spend time with selling the customer a different product or model. If a new sale is involved, the Sales Associate providing that service to the customer should be paid a commission for that transaction with a deduction taken from the original sales Associate.

With store management approval, qualified exceptions to the above exchange policy are permitted. Even exchanges that result through no fault of the original Sales Associate can be approved. Examples of these would be: defects in products or damaged goods received, customer ordered wrong color or size, merchandise was discovered as out-of-stock or not available and could not be delivered. In these cases, the purchase and return would be handled in the same Sales Associate's number. If the receipt is presented or the transaction can be located in the database and the original sale was made in the store, the original Sales Associate number should be entered without regard to date of sale.

### Returns

Sales credit and applicable commissions will be deducted from a Sales Associate if a return occurs within 180 days of the original sale.

### Cancellations

Sales credit and applicable commissions will be deducted from the original Sales Associate for all sales cancellations without regard to date of sale. A sales cancellation is defined as the customer never taking possession of the merchandise. This includes merchandise which has never left the store or warehouse, as well as installation sales and service agreements as part of these same merchandise sales.

Store Associates should input the original selling Associate's Sales ID number to process the return. The use of a generic sales Associate number (075 or any locally designated self-checking number) is only authorized when:

- The original sales check detail cannot be found in the store database and/or there is no customer receipt.
- The transaction retrieved is different than the receipt presented.

### Exchanges

Sales credit and applicable commissions will be deducted from the original Sales Associate for exchanged merchandise that involves a new sale. A new sale would be one that would

Sales Associates are encouraged to follow business/store lead development and customer follow-up procedures as a means to reduce returns and/or exchanges.

# Company Policies



## 0% Finance/Delayed Billing

Zero percent financing is to be applied for Sears Card purchases only during the timeframes illustrated in the Plan to Sell for the items and amounts indicated. Price matching of competitor zero percent or delayed billing ads is not authorized.

## Company Policy Adherence

Failure to adhere to correct pricing fees, credit acceptance policies, check acceptance policies and business ethics is a violation of Company policy, but is not a reason to decommission (deducting commission) Sales Associates. Appropriate disciplinary procedures, using approved documentation of performance issues for ethics or policy violations, should be applied when these policies are violated. Failure to follow proper procedures is an administrative discipline issue, not a punitive compensation adjustment.

## Recording and Scheduling Time

### Recording Time

Sears policy requires that hourly Associates must record all hours worked by punching in on a workstation. Associates must always report all hours worked and are not permitted to:

- record their time "in" and not report to work.
- work before recording in.
- record their time "out" and then return to work, or
- work away from Company premises unless assigned to do so.

Associates are not permitted to record time for other Associates or to allow their time to be recorded by anyone else. Associates must also take their full meal and break periods, consistent with the law. Associates violating these rules are subject to disciplinary action, up to and including termination.

## Scheduling Time

Associates work schedules are created through the SSG (Schedule for Sales Growth) tool. All Associates are responsible for being available to work during their Standard Available hours. "Standard Availability" is the time each day that an Associate can work.

Associates are responsible for maintaining their Standard Availability.

- Associates must communicate any changes in Availability and get approval from their Manager/Lead.
- Changes fall into four categories:
  - Permanent changes to availability
  - One time changes to the times they are available
  - Vacations and Flexible days off
  - Requested days off

Sears uses an "activity" approach to scheduling. The schedule is based on the drivers of work in the store which includes sales transactions, merchandise received, etc.

# Company Policies



## Miscellaneous Policies

### No Solicitation

No Associate may distribute literature of any kind in work areas at any time before, during or after the work day. This rule does not apply to non-work areas.

No Associate may solicit another Associate to join or support any endeavor or project during his own work time anywhere on Company property; nor may any Associate solicit another Associate during that Associate's work time. This rule does not apply to non-work (free) time, such as breaks and meal breaks.

Solicitation and distribution of written materials on the premises by individuals who are not Associates of the Company or of the Company's licensed businesses is prohibited.

It is the policy of the Company to prohibit Associates who work for other concerns from soliciting orders or selling products which are competitive with Sears merchandise during the course of the work day or while on Sears premises.

### Equal Credit Opportunity Act (ECOA)

Sears offers credit accounts, such as Sears Card, to customers and you may be asked about Sears credit plans by customers, friends and relatives. It's very important to be careful how you talk about credit. There's a federal law - the Equal Credit Opportunity Act (ECOA) - that prohibits discriminatory statements or actions by any creditor. Among other things,

the ECOA states that you cannot say anything that would discourage a person from applying for credit because of the person's:

- Race
- Color
- Religion
- National origin
- Sex
- Marital status
- Age (provided the person is old enough to enter into a binding contract)
- Receipt of all parts of his or her income from public assistance programs
- Good faith exercise of rights under the Consumer Protection Act of 1968. (for example, if the person had brought suit against Sears for some claimed violation)

An Applicant also can't be denied credit on the basis of those factors. Since there are severe penalties for violation of the Equal Credit Opportunity Act, never make any statement that might discourage a person from applying for a Sears credit account.

If you're asked specific questions about the availability of credit at Sears, don't try to answer them yourself. Instead, encourage the person to apply for a Sears Card.

## Company Policies

# Company Policies



## Cell Phone Usage – Use Safely

While Sears recognizes the many advantages offered by cell phones and other two-way communication devices, safety must always be our first priority. Using these devices while driving can impair safety by distracting the driver's attention.

Drivers who use cellular phones, or other two-way communication devices such as pagers, Sears smartbox terminals ("SSTs") and hand held terminals ("HHTs"), must refrain from using those devices while driving. If an Associate who is driving needs to make or receive a call while in a vehicle, the Associate must first park the vehicle in a safe location and then make or receive the call. Stopping on the side of the road is only permitted in an emergency-such as an accident or vehicle breakdown.

To help minimize driver distractions, this policy will apply to all drivers of Sears vehicles, and to all Associates driving their personal vehicles while they are conducting Sears business, such as driving to the airport, a meeting or a Sears facility on Company business. This policy applies whether the cell phone, or other two-way communication device, is owned by Sears or the individual driver. However, this policy does not apply to use of a cell phone, or other two-way communication device, when traveling for personal reasons in your own vehicle, such as driving home from work or while on vacation.

Failure to comply with this policy may result in disciplinary action, up to and including termination.

Additionally, certain cities and municipalities have adopted ordinances that make it illegal to use a cell phone or other communication device while operating a vehicle. It is your responsibility to ensure that you are aware of, and comply with, any local ordinances regarding the use of these devices while driving.

## Wheel Torquing Policy (Automotive)

The safety of our customers is a top priority. To prevent lug release incidents, always follow the wheel torque policy.

All wheel nuts installed on a customer's vehicle must be torqued first with torque sticks in a star pattern sequence according to the manufacturer's specifications. Torque sticks are required anytime an impact air gun is used to tighten wheel nuts. After the torque sticks are used, a second safety measure of checking the wheel nuts with a hand torque wrench is mandatory. If an impact air gun is not used, the wheel nuts must be hand tightened with a torque wrench to manufacturer's specifications.

Strict adherence to the Wheel Torquing Policy is mandatory for all Automotive Associates. Only Associates that are properly trained are permitted to perform wheel-related work at Automotive facilities. Regardless of tenure, a situation that results in a negligent lug-related incident involving a customer's vehicle is grounds for disciplinary action, up to and including termination after the investigation.

# Company Policies



## Automotive Service Policy (Automotive)

The choice to purchase is always the customer's. Automotive Associates must recommend repair or parts replacement based on a justified need, documenting vehicle conditions through "required" and "suggested" in accordance with Motorist Assurance Program (MAP). The service we recommend and the work we perform is in accordance with the highest industry standards.

You must provide your customer the top copy of the estimate/workorder or invoice after it is signed before starting work on the vehicle. In addition, you must provide a written estimate with a Quality Service Communication (QSC) attached whenever any diagnostic evaluation of a vehicle is made and you advise that work is "required" or "suggested". Estimates should include dollar amounts for parts, labor and total costs.

Do not begin work until the customer has authorized the work by signing the workorder. If the customer has left the premises before signing the workorder (or if additional work is needed to complete the job), call and obtain authorization by phone or fax, noting the date, time, phone number and with whom you spoke. Have the customer sign the estimate/workorder when he or she returns. Follow any additional state and local requirements regarding written estimates as advised by your manager. The yellow copies of all Workorders, CSRs, and QSCs must be attached to the yellow copy of the invoice and retained with your sales records.

## Local Purchase Policy (Automotive)

If the merchandise or parts are not immediately available from store stock to meet a customer's needs, the store may purchase recognized, quality brand-name products from reputable local distributors and dealers. However, local purchases for "store stock" are not allowed. Local market merchandise assortment requests must be approved by the Buyer, at Automotive Store Support.

Only new or remanufactured parts are authorized for sale. Remanufactured parts must be properly disclosed to the customer. We do not install parts provided by the customer — unless not readily available through normal channels. Used parts may be installed if no aftermarket parts are available. The source of the parts must be fully disclosed to the customer.

## Company Policies

# Company Policies



## Performance Reviews

### 60 Day Review

After an Associate's first 60 days of employment, he/she will receive a 60 Day Performance Review.

The 60 day review process provides supervisors and managers the opportunity to evaluate a newly hired Associate's performance. As part of this process, Associates also have the opportunity to provide Sears feedback on their learning and initial experiences.

During this review period, Associates are reviewed on the following elements:

#### Customer Service Orientation

- Provides timely, thorough, and courteous service to internal and/or external customers
- Follows through to ensure that customer problems are resolved

#### Team Skills

- Cooperates with others
- Anticipates the needs of others and willingly pitches in to help
- Can be counted on to meet deadlines that are necessary for team effectiveness

#### Training and Orientation

- Takes full advantage of relevant training opportunities
- Has successfully completed the new hire orientation program and relevant business training
- Understands and follows Company and local policies and procedures

In addition to performance reviews to assist Associates in their personal development, Sears also provides customer service, selling skills and product knowledge training. Completion of all required training is part of an Associate's responsibilities and is an element of the 60 day review process.

### Annual Review

On an annual basis all Associates will receive a performance review. This provides supervisors and managers the opportunity to review an Associate's performance and discuss his/her career goals.

Two overall ratings are provided for all Associates: a measure for Business Results and a measure for the Leadership Principles. Business Results are key business-specific elements related to the Associate's job function.

The six Leadership Principles have been developed for all Sears Associates and individual performance will be measured against them. These principles reflect Sears' strategic direction as well as focus on values and qualities of leadership.

# Company Policies



## Leadership Principles

To encourage behaviors that drive results, meet goals and focus on doing what is right in the most effective way, six Leadership Principles have been developed for all Sears Associates. These principles reflect Sears' strategic direction while they focus on values and qualities of leadership.

The Leadership Principles apply to every Associate, and individual performance will be measured against them. Sears Leadership Principles are:

### **Customer Focus**

Provides customer-centric solutions by consistently keeping the customer at the center of everything he/she does. Treats all customers with respect and dignity. Works to provide efficient service to customers, both internal and external. Prioritizes work to best meet customer needs.

### **Change Management**

Takes personal ownership for understanding, implementing and supporting change. Takes initiative to get the right things done. Demonstrates flexibility and open-mindedness around change. Offers ideas for improving service or performance.

### **Drive for Results**

Focuses intensely on driving productivity and delivering profitable revenue growth and bottom line results. Gets the right things done with a sense of urgency. Utilizes daily activities and functions to support business goals. Takes the initiative to acquire business knowledge and takes advantage of opportunities to apply that knowledge.

### **Teamwork**

Collaborates and builds relationships with others to get the job done and deliver high performance results. Creates an environment that brings out the best in team members. Effectively communicates information and ideas. Listens to learn.

### **Performance Management**

Holds self personally accountable for results. Manages own performance by keeping commitments and deadlines. Prioritizes, acts with urgency and produces quality work.

### **Diversity/Inclusiveness**

Consistently demonstrates awareness and understanding of the business significance of a diverse workforce. Seeks out and incorporates views of coworkers and customers with different perspectives when making business decisions. Seeks to understand divergent points of view, experiences and backgrounds.

# Associate Benefits



## Leave of Absence

To protect Associates' continuous service and benefit participation while not working, Sears offers various types of leave of absence programs:

- Personal
- Family and Medical
- Military

Associates may not work elsewhere while on a leave associated with a qualifying family or medical care event, while on a personal leave, or while receiving Short-Term Disability payments without the advance approval of the Unit Manager or Human Resource Manager.

## Family and Medical Time Off Policy

It is the policy of Sears to provide time off to associates who need to be absent from work:

- Due to their own serious health condition, including serious health conditions covered under worker's compensation
- To care for a child, spouse, parent or domestic partner with a serious health condition
- For the birth of a child and to care for the newborn child, or
- For the placement with the Associate of a child for foster care or adoption, and to care for the newly placed child

Leave to care for a newborn or for a newly placed child must conclude within 12 months after the birth or placement.

State law differences will apply when they are more favorable to the Associate.

### Eligibility

All Associates are eligible for time off. The nature and duration of the time off depends on the Associate's classification and length of service.

### Leave Types

Time off is provided through two types of leaves:

Sears FMLA Leave applies to Associates who have met the service and hours eligibility requirements under the Federal Family and Medical Leave Act (FMLA) or equivalent state law. It provides same or equivalent job protection if the qualifying associate returns to work within the time period protected by law (typically 12 weeks), or as otherwise set forth under Sears FMLA Leave Policy.

Certain limitations and requirements apply, so log on to 88sears.com for more information. A general summary of the FMLA Leave Policy is given to the right.

### FMLA Leave

Reason for Leave	Amount of Leave Available*	Equivalent Position Guarantee
Associate's own medical condition	12 weeks	Yes
Pregnancy-related disability Plus New Child Care	Period of disability plus up to 12 weeks of new child care, not to exceed 24 weeks	Yes
New Child Care not involving pregnancy-related disability	12 weeks	Yes
Family Care	12 weeks	Yes

\*Runs concurrently with STD and workers' compensation.

Note: The amount of FMLA Leave available is reduced by other FMLA Leave taken in the prior rolling 12 months.

# Associate Benefits



## Benefits

Sears Extended Care Leave applies to Associates who do not meet the FMLA eligibility requirements or have exhausted their entitlement to FMLA Leave but are not able to return to work due to their own serious health condition.

Associates on Extended Care Leave who return to work before the expiration of the leave period will generally be placed in any available job for which the associate is qualified, subject to performance, attendance, and leave history (excluding absences protected by law). Certain limitations and requirements apply, so log on to 888sears.com for more information. A general summary of Sears Extended Care leave Policy is given below:

### Extended Care Leave

Associate Status	Reason for Leave	Amount of Leave Available*	Equivalent Position Guarantee
Associates who have exhausted their 12-week FMLA entitlement within the past 12 months	Associate's own medical condition or pregnancy-related disability	Up to 52 weeks**, including time spent on FMLA Leave	No
	Newborn Care	N/A (additional time off beyond that provided under Sears FMLA Policy is not available)	N/A
	Family Care	N/A (additional time off beyond that provided under Sears FMLA Policy is not available)	N/A
Salaried or Full-time hourly Associates with less than 1 year of service or less than 1,250 hours within the past 12 months	Associate's own medical condition or pregnancy-related disability	20 weeks**	Only for period of pregnancy-related disability, max 12 weeks
	Newborn Care	12 weeks; not to exceed 24 weeks when combined with pregnancy-related disability. The time available is further reduced by any other periods of Extended Care and FMLA Leave.	No
	Family Care	12 weeks, reduced by any other periods of Extended Care and FMLA Leave	No
Part-time hourly Associates with less than 1 year of service or less than 1,250 hours within the past 12 months	Associate's own medical condition or pregnancy-related disability	12 weeks**	Only for period of pregnancy-related disability, max 12 weeks
	Newborn Care	12 weeks, reduced by any other Extended Care and FMLA Leave	No
	Family Care	12 weeks, reduced by any other Extended Care and FMLA Leave	No

\*Runs concurrently with STD and workers' compensation.

\*\*Except where the Associate's own medical condition is work-related and state workers' compensation laws require additional

# Associate Benefits



## Pay During Leave

Associates who are absent due to their own non-work related health condition may be eligible for pay under Sears Short-Term Disability (STD) Policy. Time off under Sears' leaves runs concurrently with time off under STD Policy.

Similarly, Associates who are absent due to a work-related illness or injury may be eligible during their leave for workers compensation benefits.

When neither STD nor workers compensation benefits apply, Associates may be required to use earned vacation or flexible days off.

## Ineligibility for Leave

Associates who do not qualify for time off under Sears leave policies are subject to disciplinary action, up to and including termination, when they are absent from scheduled work.

**Note:** The above policies comply with the Federal Family and Medical Leave Act which guarantees certain employees up to 12 weeks of time off during any 12 month period for the purposes stated above. Benefits may vary by state. Check with your HR Specialist.

FMLA stands for the federal law called the Family and Medical Leave Act. The Act requires that employers give eligible Associates 12 work weeks of unpaid leave for certain medical and family care situations and other entitlements. These entitlements include the right to be restored to the same or equivalent position upon returning from leave and the right to continued coverage for health benefits in connection with certain family and medical care qualifying events. The Associate's 12-week entitlement is calculated on a rolling 12-month period, or what is often referred to as a rolling backward basis. Leave may be taken all at once or intermittently, when medically necessary.

You are responsible for assisting Sears in determining if you meet the requirements and qualifying circumstances under FMLA. Failure to assist in this effort may result in a delay or denial of leave.

Associates are eligible under FMLA if they have worked for the Company for at least 12 months, which need not be consecutive, and for at least 1250 hours in a rolling 12-month period. To be entitled for leave under the Act, the reason must involve:

- The birth of a son or daughter, and/or caring for the newborn child;
- The placement of a child with the Associate through adoption or foster care, and/or caring for the newly placed child;
- Caring for an immediate family member (spouse, parent, son or daughter – but not a parent "in-law," or as otherwise prescribed under state law) with a serious health condition; and
- A serious health condition that leaves the Associate unable to perform his/her job.

Leave may be taken intermittently—which means taking leave in blocks of time, or by reducing a normal weekly or daily work schedule.

- If FMLA leave is for birth of a child, or placement of a child through adoption or foster care, or for the care of a newborn or newly placed child, use of intermittent leave is subject to the Company's approval;
- FMLA leave must be provided to an Associate on an intermittent or reduced schedule basis whenever medically necessary to care for a seriously ill family member or in connection with the Associate's own serious health condition.

When intermittent leave is needed to care for an immediate family member or the Associate's own illness, and is for planned medical treatment, the Associate must try to schedule treatment so as not to unduly disrupt business operations.

Spouses who are both employed by Sears are jointly entitled to a combined total of 12 workweeks of family leave for the birth and care of the newborn child or for placement of a child through adoption or foster care.

# Associate Benefits



Leave for birth and care of a child, or placement of a child through adoption or foster care must conclude within 12 months of the birth or placement.

Any qualifying time off under Sears' Short-Term Disability policy and under workers' compensation will run concurrently with time off under FMLA.

Associates must provide advance notice as soon as possible of the need to take FMLA leave when the need is foreseeable (generally 30 days), otherwise as soon as practicable (generally within one or two business days after learning of the need for leave). Failure to give appropriate notice or to make reasonable efforts to schedule appointments to accommodate Sears business operations may result in delay or denial of FMLA leave. Sears has the right to place you in an alternative position to accommodate intermittent leave or a reduced schedule leave that is medically necessary in connection with your serious health condition or the serious health condition of your family member. You may also be required to provide medical certification and/or other documentation to support the request for leave, second or third medical opinions (second and third opinions if requested by Sears are at Sears' expense), periodic recertifications and periodic reports regarding status and intent to return to work. As a general rule, required paperwork must be returned within 15 calendar days of the request.

As long as you have pay, your benefit contributions (if any and if applicable) will continue to be taken out of your paycheck. If you will not receive any pay from which to deduct your benefit contributions, you must make contributions by mailing your check to

the Sears Health and Group Benefits Service Center, or to such other required recipient, when due. If you do not return to work and you have allowed your medical or dental coverage to lapse, you will not be eligible for continued coverage under any Sears plan, policy or law.

If you return to work before your qualifying time off under FMLA expires, you will be returned to your same or equivalent position. You will need to provide a doctor's note releasing you to return to work before you return. If you cannot return to work before the expiration of your 12-week entitlement and the circumstances involve your own serious health condition, you may be eligible for additional time off and/or to be returned to any position for which you are qualified, subject to Sears policy and applicable accommodation laws for individuals with disabilities. If assigned to a new position, your pay and benefits will be based on the new position unless otherwise prohibited by law.

You may be subject to discipline, up to and including termination, and/or loss of any protections under FMLA, to the extent permitted by law, if at any time, Sears learns of any misrepresentation(s), whether written or verbal, or falsification of information or documentation associated with your leave request, or if you use your FMLA for any reason other than for what it was approved.

Your state may have a similar leave law. Sears adheres to the law that is more favorable to the Associate. In addition, Sears has policies that comply with FMLA and that provide, at a minimum, the rights provided under FMLA and state law. Contact your HR Specialist or HR Services at 1-888-88sears for more information.

Benefits

In addition, log on to 88sears.com for more information regarding your rights and obligations under Sears' FMLA Leave Policy, which is consistent with FMLA, and Sears' Extended Care policy.

# Associate Benefits



## Benefits

When you think of your compensation as a Sears Associate, you probably think of your paycheck. But there is another side to your total compensation — your Sears Benefits Program. Sears pays a portion of your benefit plan costs. You contribute to some plans through convenient payroll deduction. Sears offers a wide range of benefits, depending on your Associate classification. The exact nature of your benefit package depends on whether you are a part-time or full-time Associate.

This Handbook is not a legal benefit plan document. If there are any conflicts between the information presented here and the legal

plan documents, the legal plan documents will govern. Sears reserves the right to change or terminate any or all benefit plans at its discretion.

Call 1-888-88sears if you don't receive your benefits package three weeks from your date of hire. After calling 1-888-88sears, select the Health and Group Benefits option.

## Benefits

## Associate Discount Policy

It is the policy of the Company to grant Sears Associates a discount on purchases made with cash, check, Sears Card, Sears MasterCard, or other in-house credit card.

### Application

The discount applies to merchandise and services purchased and paid for by Associates, spouses and their dependent children who have current discount identification.

Purchases made for later reimbursement by individuals not eligible for the discount are prohibited. This includes parents and other ineligible family members.

Please see the Associate Discount Reference Card at [www.88sears.com](http://www.88sears.com) for information on where this discount applies.

### Associate Eligibility

The discount privilege is extended to new Associates as soon as they are placed on the payroll and receive their discount identification card in the mail. They are entitled to a discount as long as they remain on the payroll.

### Discount Cards

Salaried and full-time hourly Associates, regardless of length of service and part-time Associates with at least one year of service are eligible to receive one discount card for their spouse or a dependent child who is at least age 16 and additional cards for eligible student dependents. All children, including students, must qualify as dependents for Federal Income Tax purposes.

### Abuse

It is your responsibility to ask for the discount only where you are eligible. Abuse of the discount privilege may result in discipline, up to and including termination of employment, and/or revocation of the discount privilege.

# Associate Benefits



## Benefits

### Benefits at a Glance

Sears provides a comprehensive range of benefits. This chart covers the highlights. For more details, see the other booklets—Your Health and Group Benefits and Your Financial Benefits—as well as the Benefits Handbook.

#### Health and Group Benefits

##### Medical\*

###### Description:

Sears offers comprehensive medical coverage (HMO or PPO plan) to meet the needs of you and your family. Each medical option offers coverage for office visits, hospital and emergency room services, prescription drugs, and mental health/substance abuse treatment.

**Who Pays:** You and Sears

##### Dental\*

###### Description:

To help you and your eligible family members maintain healthy teeth and gums, Sears offers dental coverage for routine, preventive, restorative and periodontal care.

**Who Pays:** You and Sears

##### Health Care Flexible Spending Account\*

###### Description:

Sears offers you the opportunity to pay for eligible health care expenses not covered by a medical or dental plan on a tax-free basis.

**Who Pays:** You

##### Dependent Day Care Flexible Spending Account\*

###### Description:

You have the opportunity to pay for eligible dependent day care expenses on a tax-free basis.

**Who Pays:** You

\* Available for full-time hourly and salaried Associates only. Different eligibility rules/service requirements apply to certain benefits.

##### Short-Term Disability\*

###### Description:

After you have completed 16 weeks of service, you automatically become covered for short-term disability. Based on your years of service, Sears provides you with a percentage of your pay for up to 10 weeks or 20 weeks if you become disabled and unable to work due to a non-work-related illness or injury.

**Who Pays:** Sears

##### Long-Term Disability (LTD)\*

###### Description:

The LTD Plan replaces up to 60% of your pay if you become disabled and unable to work for more than 20 weeks.

**Who Pays:** You

##### Sears Term Life Insurance\*

###### Description:

You can choose life insurance coverage in a flat amount of \$10,000, \$20,000 or \$30,000 or from one to five times your pay. In addition, you can elect coverage for your spouse and dependent children.

**Who Pays:** You

##### Business Travel Insurance

###### Description:

Sears provides automatic coverage, providing you or your family a lump-sum payment if you die or suffer certain injuries as a result of an accident while traveling on business for Sears.

**Who Pays:** Sears

# Associate Benefits



## WorkLife Solutions\*\*

### Description:

This program offers a resource and referral service on a variety of topics with confidential access to professional counseling 24 hours a day, seven days a week, for issues related to work, family, finances, legal concerns or substance abuse.

**Who Pays:** Sears

## Sears Merchandise Discount

### Description:

You, your spouse and your eligible dependents will receive a discount on merchandise at Sears stores based on where you work.

**Who Pays:** Sears

## Other Discounts

### Description:

Courtesy discounts may be obtained at participating Sears licensed businesses. The licensed business determines who is eligible.

## Vacation\*\*

### Description:

You're eligible to earn vacation, based on employment classification.

**Who Pays:** Sears

## Holidays\*\*

### Description:

Sears recognizes up to six national holidays, including New Year's Day, Memorial Day (in some states), Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

**Who Pays:** Sears

## Flexible Days Off\*

### Description:

Each year, you have up to five paid days off to use as sick days or to help you meet your personal needs outside of work (with one year of service).

**Who Pays:** Sears

## Miscellaneous Paid Absences

### Description:

You may be eligible for pay for absence due to the death of a member of your immediate family.

**Who Pays:** Sears

## ConSern® Education Program

### Description:

You can receive low-interest loans of up to \$25,000 a year (up to a \$100,000 lifetime maximum) provided by Servus Financial Corporation, a Wells Fargo Company. These loans help to pay for most expenses associated with college, university, private secondary and approved trade school education.

**Who Pays:** You

\* Available for full-time hourly and salaried Associates only. Different eligibility rules/service requirements apply to certain benefits.

\*\*Full-time hourly and salaried Associates are automatically enrolled. Part-time hourly Associates are subject to service requirements.

# Associate Benefits



## Benefits

### Tuition Reimbursement Program\*

#### Description:

To help you further your education and career goals, Sears offers a 75% reimbursement (up to \$3,000 a year) for tuition and certain mandatory fees associated with business-related education programs at accredited colleges and universities. Covered mandatory fees are instructional and academic fees charged to all students. Certificate programs are not covered. (Associates with one year of service)

Who Pays: Sears

### Financial Benefits

#### 401(k) Savings Plan and Company Match

#### Description:

All Associates are eligible, after the first day of the third month after your date of hire. After an Associate works one year of service with 1000 hours, the Company matches the first 5% of eligible pay contributed on a pre-tax basis (after-tax for Puerto Rico) at a rate of 70%. The match is made each quarter in Company stock.

Who Pays: You and Sears

#### Associate Stock Purchase Plan

#### Description:

You can purchase Sears stock at a 15% discount beginning the first quarter after your 60th day at Sears.

Who Pays: You

### Benefits Plus

#### Description:

A program that provides access to popular insurance and financial products at group rates. Products offered include Vehicle Insurance, Homeowners and Renters Insurance, Legal Services, Mortgage Assistance, Vision Care, Long Term Care, and Pet Insurance.

Who Pays: You

### Retirement Benefits

#### Pension Plan

#### Description:

Associates age 21 with at least 1000 hours in the first anniversary year or subsequent calendar years are eligible for Sears Pension Plan (Exception: Sears Auto Center hourly Associates hired after April 1997 are not eligible for the Pension Plan). The Pension Plan pays full benefits to you at age 65 (or reduced benefits if you begin payments earlier, starting at age 55). The plan determines your benefit based on a formula using your annual compensation. You are fully vested after completing five years of vesting service or age 65, whichever comes first.

Who Pays: Sears

\* Available for full-time hourly and salaried Associates only.

# Safety & Loss Prevention



## Loss Prevention

The purpose of the Loss Prevention program is to enhance customer service and profits through protecting the Company's assets by maintaining a safe and ethical environment.

Although Sears has a Loss Prevention Department dedicated to reducing and preventing losses, the success of the Loss Prevention program requires the involvement of each Sears Associate.

### What Does Loss Mean to Us?

- Loss reduces money available for raises and incentives
- Loss means fewer benefits
- Loss reduces money available for store improvements and resources
- Loss means higher prices
- Loss may mean fewer jobs

### How Can We Prevent Loss?

Each of us is empowered to protect the Company's assets if we understand how losses occur and then act to prevent them.

### Paperwork/Procedural Errors

Loss may occur if merchandise receiving, replenishment and other merchandise handling procedures are not followed. Additionally, errors made at the Point-of-Sale can have a severe negative impact on profitability and customer service.

Maintain high work standards and adhere to Company procedures. If you identify a potential system or procedural problem, notify your supervisor or manager.

### Merchandise Protection Devices

Shoplifting is one of the biggest, fastest growing crimes in America today. Many retailers have resorted to inspecting customer purchases or receipts as they leave the store. Our objective in selecting and installing merchandise protection devices which include sensor and ink tags is to put system and operating standards in place that align with this important priority.

The merchandise protection device is not a theft apprehension system. It is a deterrent system that provides Sears with a method which protects Associates from potentially dangerous and stressful theft related incidents.

- Ensure that all customers are serviced efficiently and treated with utmost respect during all transactions.
- Ensure that all tags and labels are deactivated or removed from customer purchases at point-of-sale.
- Place tags on merchandise that is returned to selling floor.

### Shoplifting

While the majority of our customers are honest, there are some who, when given the opportunity, will steal. Some alert signals displayed by a possible shoplifter are:

- Wearing or carrying something that could easily be used to conceal merchandise, such as baggy clothes, a large shopping bag, oversized handbag, or garment bag
- Taking an excessive number of garments into a fitting room
- Moving merchandise from one area of the store to another
- Nervousness - the individual seems more interested in people than the merchandise

# Safety & Loss Prevention



## Safe Work Practices

### Shoplifting Prevention

You can discourage potential shoplifters by doing the same things you do to serve your customers — Remembering the 3 A's!

**Acknowledge** all customers as they enter your area — making eye contact lets customers — and shoplifters know you're aware they are in the area.

**Assist** customers as requested on the sales floor and in the fitting rooms. If you observe suspicious behavior, i.e. merchandise concealment, you should make others, such as a lead or LP Associate, aware of their concerns. The MCA Associate can also alert others to the customer's needs.

**Approach** customers as needed.

**If you observe a theft:**

- Make a "customer service" approach. Offering to answer questions about a product, or to direct the individual to the nearest fitting room may induce the suspected shoplifter to "drop" the merchandise.
- Never make accusatory remarks or try to apprehend a suspected shoplifter.
- Contact a Loss Prevention representative or your supervisor as soon as you are able to do so discreetly, giving:
  - Your name
  - Your division number
  - A description of the suspected shoplifter
  - A description of the suspected stolen item(s)
  - The location of the suspected shoplifter or the direction in which he or she went

For your safety and that of our customers, only certified Loss Prevention personnel are permitted to apprehend a suspected shoplifter.

**CUSTOMER SERVICE IS THE NUMBER 1  
DETERRENT TO SHOPLIFTING**

### Associate Dishonesty

Sears knows that, with very few exceptions, its Associates are honest, hardworking individuals. Unfortunately, the dishonest acts of a few Associates can cause 50-75% of our losses.

### Prevention

Set the example for your peers by following these guidelines:

- Do not handle your personal transactions or transactions for members of your family, including sales and refunds.
- Never make change for yourself from money in the register.
- Follow proper merchandise handling procedures.
- Properly document all POS transactions and all cash received.
- Follow the package check procedure. Ensure that your receipt accompanies all purchases.

Associate dishonesty decreases our profits, inhibits customer satisfaction and lowers Associate morale. If you suspect that another Associate is involved in theft, report it to your unit manager or to a Loss Prevention representative, or call 1-800-8-ASSIST (1-800-827-7478).

Associates are required to report to the unit manager within five (5) days any felony or misdemeanor arrest and/or a conviction. To the extent permitted by law, a determination will be made as to whether or not continued employment poses an unacceptable risk to Sears' customers, Associates and/or assets. Failure to report an arrest and/or conviction within five (5) days may result in disciplinary action, up to and including termination.

## Safety & Loss Prevention

# Safety & Loss Prevention



Sears is committed to providing a safe place for you to work and our customers to shop. To achieve this, Sears has developed a comprehensive safety program. The safe work rules and practices outlined in this handbook are part of Sears Safety program.

Unfortunately, no list of safety rules or discussion of safe work practices can cover all situations or conditions that might arise. All Associates must use their best judgment when a situation or condition is encountered that is not specifically addressed in the following pages. This means:

- If you have any doubt about your safety or health when completing a task, stop and talk with your supervisor or other member of management before continuing.
- All safety hazards must be immediately corrected. If you can't safely correct the hazard yourself, report it to your supervisor or other member of management.
- Never leave a hazard unattended. Secure the area to protect other Associates or customers from the hazard until it can be corrected.

## Your Responsibilities

Studies have indicated that over 80% of all accidents are caused by unsafe acts or behavior. You can help prevent accidents by developing an attitude that the best way to do your job is the safe way to do your job.

All Associates must:

- Learn and follow the general Company safety rules and work practices covered in this handbook and the specific safety rules and work practices required for their job.
- Never take short cuts. Avoid obvious unsafe acts like running through the work area or horseplay.
- Know what to do in the event of an emergency. This includes knowing:
  - evacuation routes and relocation areas.
  - the meaning of emergency alarms.
  - how to report a fire or other emergency.
  - the location of emergency equipment.

Note: Each unit has an emergency organization ("Sears Emergency Organization") or emergency coordinator that can provide more information and assistance on what to do in the event of an emergency.

- Know how and where medical help can be obtained.
- Immediately report any job-related accident, injury, or illness to your supervisor.
- Report unsafe work practices, unsafe work conditions or violations of safety rules to your immediate supervisor.
- Review the safety and health educational materials posted on bulletin boards and in your work area. If you don't understand something, ask questions.
- Observe all safety/warning signs or tags. Failure to follow safety/warning signs or tags is a serious offense and is grounds for disciplinary action.
- Use all safety devices and guards installed on machines and equipment. No guard or safety device may be removed, bypassed or rendered inoperable.
- Only authorized persons are permitted to operate or adjust machinery and equipment. Maintenance and repair work may only be performed by authorized maintenance Associates.

## General Safe Work Rules And Work Practices

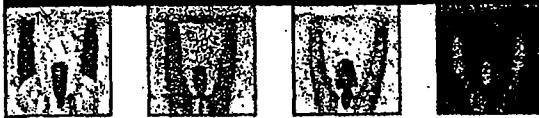
### Back Injury Prevention

In the retail industry, the most frequent and costly type of Associate injuries involve the back. Most of these injuries are attributed to improper lifting techniques. To help prevent back injuries when lifting:

#### Prepare for the Lift

- Assess the load weight and distribution by tilting it. If an object weighs over 50 lbs, the Associate should use a mechanical lifting device or use a two-person lift.
- Evaluate the load's size and shape. Bulky items, while not heavy, may be difficult to control alone. Get help if necessary.
- Check the immediate area and the path of travel - clear any obstacles. Plan the safest route ahead of time. Make sure the floor is clear of any tripping hazards.
- Inspect the load for sharp edges, rough/slippery areas, etc.

# Safety & Loss Prevention



## Bloodborne Pathogens

A bloodborne pathogen is a microorganism that may be present in blood or other body fluids which can cause disease. Examples of diseases that can be caused by bloodborne pathogens are hepatitis and acquired Immunodeficiency syndrome (AIDS).

To minimize the possibility of exposure to bloodborne pathogens:

- Associates shall not clean up or otherwise contact blood or other body fluids unless they have been trained using the Sears Bloodborne Pathogen Program training materials.
- Associates who encounter blood or other human body fluids at work must immediately contact Loss Prevention or the Unit/Operations Manager.
- Associates who accidentally come into contact with blood or other body fluids while at work are required to:
  - immediately wash or flush the affected area(s) with water.
  - immediately contact Loss Prevention or the Unit/Operations Manager.
- Sears will provide exposed Associates with a medical evaluation and follow up, including the Hepatitis B vaccination, at no cost to the Associate.

## Electrical Safety

- All electrical equipment used by Sears Associates must be grounded or double insulated.
- Electrical appliances such as space heaters, hot plates or coffee pots must be approved by unit management prior to use. All appliances approved for use must:
  - Be UL listed.
  - Never be used with an extension cord.
  - Be turned off when not in use.
  - In the case of space heaters, be used on the floor only away from combustible materials.
- Every outlet and switch must have a faceplate cover to prevent unintentional contact with exposed wires.
- Extension cords may only be used on a temporary basis. Extension cords **MUST BE** grounded and of adequate capacity for the device being used. Extension cords must NEVER:
  - be used in place of permanent wiring.
  - be stapled or nailed.
  - be passed through a wall or partition or run under a rug or carpet.
  - be used in wet areas.

- Electrical equipment must never be operated in wet or damp areas or with wet hands.
- Only authorized Maintenance Associates and Product Service Technicians who have received Company mandated training in "Lockout/Tagout" and "Electrical Safety-Related Work Practices" are permitted to perform any electrical repair work.

## NO OTHER ASSOCIATES ARE PERMITTED TO PERFORM ELECTRICAL RELATED WORK AT SEARS.

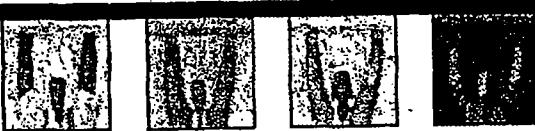
Violation of this policy is grounds for immediate termination.

## Fire Safety

- Be alert for potential fire hazards and report those hazards to your supervisor. Fire hazards include:
  - Ignition Sources - sparks, open flame, smoking, heaters, faulty electrical equipment or other heat sources.
  - Fuel Sources - wood, paper, corrugated boxes, oily rags, solvents, or anything else that can easily burn.
- Never block or chain sprinkler control valves, emergency exits, fire doors, fire extinguishers or other emergency equipment.
- Maintain at least 36 inches clearance in front of electrical panels.
- Electrical panel rooms must be clean and free of any materials.
- Improper storage of merchandise may block the distribution of water from a sprinkler system in the event of a fire. Never place:
  - flammable liquids closer than 36 inches from overhead sprinklers.
  - other merchandise closer than 18 inches from overhead sprinklers.
  - any merchandise in the space in between back-to-back shelving.

## Safety & Loss Prevention

# Safety & Loss Prevention



## Fire Extinguishers

- Different types of fire extinguishers are provided depending on the type of fire that could occur in the work area. The main types of fires that could occur include:
  - Class A fires involving ordinary combustibles such as wood, paper, plastics or cloth.
  - Class B fires involving flammable liquids such as solvents or gasoline.
  - Class C fires involving electrical equipment such as motors or appliances.
  - Class D fires involving metal chips or shavings.
- Learn the location and proper use of the fire extinguishers in your area.
- To use most fire extinguishers:
  - Pull the safety pin.
  - Aim the discharge at the base of the flames.
  - Squeeze the lever below the handle.
  - Sweep from side to side.
- Never use water or water-based extinguishers on electrical fires.
- When using a fire extinguisher:
  - Pull the fire alarm or call the fire department.
  - Don't put yourself or others in danger. Remember - always protect people first, then property.
  - Don't box yourself in. When in doubt, get out.
- Never use a fire extinguisher on a large or spreading fire. Pull the alarm, then get out.

## Hazard Communication

- Associates who work with or are likely to be exposed to chemicals must receive training regarding the safe handling of chemicals using the Sears Hazard Communication Program training materials.
- Required Hazard Communication training must be completed before an Associate starts his/her work assignment.

## Slips and Falls

Slips and falls are the most frequent type of customer accidents and a common type of Associate accidents. Fortunately, since the primary cause of these accidents is debris or liquids on the floor, slips and falls are also the most preventable.

## Safe Work Practices - Preventing Slips and Falls

- Clean up spills immediately. If you can't clean up a spill immediately, warn others (i.e. use safety cones) until it can be corrected. NEVER LEAVE A HAZARD UNATTENDED.
- Notify your supervisor of any obvious tripping hazards inside the unit (i.e. torn carpeting, damaged tiles, cluttered steps) and outside (i.e. broken pavement, potholes, icy conditions).
- Cords must be kept off the floor and out of areas where people walk.
- Keep floors, aisles, stairs and escalators clear of paper, garment clips, hangers, merchandise, empty boxes, trash or other debris.
- During bad weather:
  - use care to avoid tracking snow, ice and water inside.
  - walk where snow and ice has been removed and salt has been spread.
  - take shorter steps - this distributes body weight more evenly and helps retain balance.
  - walk slower than usual to maintain maximum control.
  - wear footwear that provides maximum traction and is appropriate for the weather conditions.

## Ladders

Improper use of ladders is a major cause of serious accidents and injuries in the retail industry. Typically, these accidents involve falls caused by a lack of ladder stability or the ladder sliding on slippery or uneven surfaces.

- Only use Sears authorized ladders. The following unauthorized ladders must not be used. Report any unauthorized ladders to your supervisor.
  - Type III - light duty ladders (working load no more than 200 pounds)
  - Any wood ladder
  - "Home-made" ladders
  - Step ladders longer than 20 feet
  - "Ladder type" step stools
- Do not use chairs, tables, desks, storage racks or boxes in place of ladders.
- Ladders must:
  - be frequently checked to ensure they are in good condition.
  - not be climbed by more than one person at a time.
  - be used only for the purpose for which they were designed.
- The ladder base must be placed with a secure footing on a firm, level support surface. Never place a ladder on boxes, barrels or any other objects.

# Safety & Loss Prevention



## When using a ladder

- Select the proper type and size of ladder.
- Visually inspect for defects. Never use a broken or bent ladder.
- Assure that all feet of the ladder are equipped with slip-resistant material.
- Always face the ladder when ascending or descending.
- Make sure shoes are not slippery.
- Don't over-reach from a ladder.
- Keep the area around the ladder clear.
- Never move or shift the ladder while in use.
- Never step higher than the rung or step indicated on the label marking the highest standing level of the ladder.

## Lockout/Tagout

Lockout/Tagout procedures are designed to prevent the unexpected start-up of machinery or equipment during maintenance or repair. Maintenance Associates disconnect energy sources such as electricity using locks and tags before performing maintenance or repair.

- No Associates may attempt to operate any machinery or equipment that is equipped with a lock or tag.
- No Associate may remove, or otherwise render inoperable, any lock or tag on electrical panel boxes, equipment or machinery being serviced.
- Associates under the age of 18 are not permitted to operate hazardous equipment, including compactors and boilers, nor may such Associates place cardboard boxes or other debris inside either of the two machines. Only those Associates age 18 or over who have been trained on how to safely operate such equipment, and who are familiar with all guards and safety mechanisms, shall be permitted to operate such equipment.

Violation of any of the above Lockout/Tagout policies is grounds for immediate termination.

## Personal Protective Equipment

Personal Protective Equipment (PPE) includes hard hats, safety glasses, safety-toe shoes, aprons, gloves, and other work accessories and clothing designed to create a barrier against workplace hazards. Some jobs at Sears require the use of PPE for your personal safety.

- All Associates required to wear PPE must receive training on the proper use, care, maintenance and limitations of PPE required in their department.
- The use of required PPE is mandatory.

## Safety & Loss Prevention

# Acknowledgement



The contents of the Associate handbook constitute an introduction to various Sears, Roebuck and Co.'s policies and procedures. The policies and procedures contained in this handbook are general policy statements only and are intended as guidance for maintaining an effective employment relationship. The policies contained herein do not constitute a promise that they will be applied in their entirety in all cases. The facts of each circumstance will dictate the appropriate course of action.

No employment rights are conferred upon associates by this handbook and its contents should not give rise to any legitimate expectations of continued employment. The handbook does not affect the basic relationship between Sears and its associates as is expressed, for example, in the Application for Employment. Employment at Sears is considered indefinite and terminable at will of either Sears or the Associate, with or without cause at any time. Specifically, Sears and/or the Associate may terminate the employment relationship at any time, with or without notice, regardless of the length of service. Further, nothing contained in this handbook shall in any way be construed so as to modify Sears' at-will relationship with each of its associates.

Neither shall the policies or procedures contained in the handbook or in any other Sears memorandum, manuals or publications be construed as contractual in nature, nor do such policies or procedures give rise to contractual rights of any kind.

Moreover, no Sears representative, other than the President or a Vice President, has any authority to enter into any agreement for employment for any specified period of time, or to make any agreement to the contrary.

Sears reserves the right to add, revoke, modify, or change at its sole discretion at any time and without notice any policies either in whole or in part contained in this handbook. Because any policy provision can change at any time, please check with your supervisor, manager, or human resources representative to verify that the information contained herein is current.

By my signature, I acknowledge that I have received a copy of the Sears, Roebuck and Co. Associate Handbook and am aware of its contents.

Detach at perforated line

Associate's Name (printed)

Social Security #

Associate's Signature

Unit #

Date

Please return the signed original of the Acknowledgement to your Human Resources representative within 30 days.

39

## Notes



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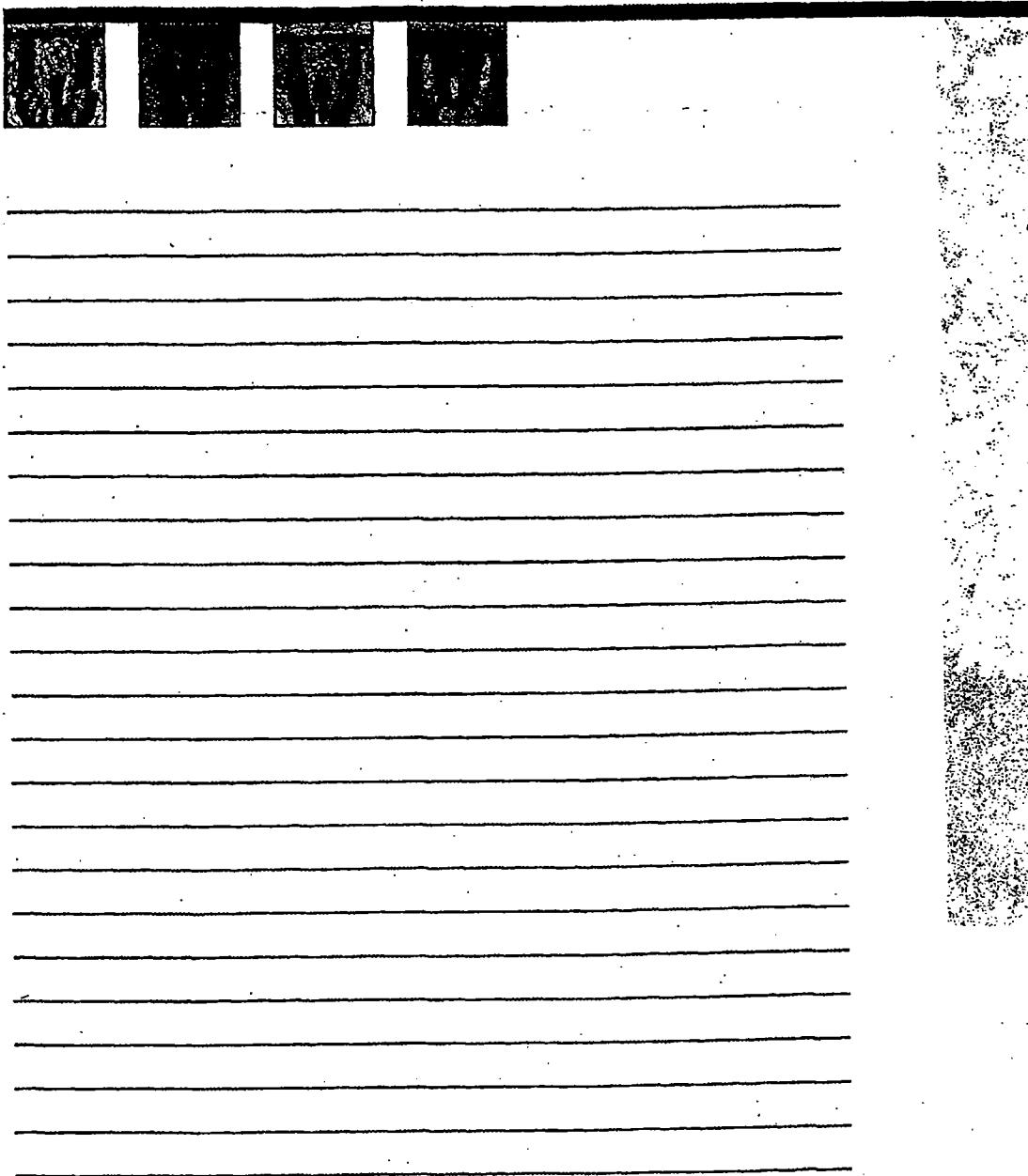
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## Notes

42

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# Notes



43

## Notes

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WILLIS v. SMITH

# \$65 off YOUR replacement appliance

## 10% off a Protection Agreement

Plus YOUR CHOICE of 0% Financing\*  
or Free Delivery with mail-in rebate†

**1** Bring in this coupon  
& your repair  
estimate to purchase  
a replacement  
appliance within  
2 weeks

**2** We'll deduct \$65  
and give you  
YOUR CHOICE  
of 0% Financing  
or Free Delivery  
with mail-in rebate

**3** Plus we'll take  
10% off a Protection  
Agreement

Thanks for choosing Sears for  
your repair estimate. Choose us  
for a replacement appliance too,  
and save with this triple offer.

Only valid when declined service receipt is presented with coupon on  
purchase of regular or sale priced home appliances of \$399 or more. Not valid  
on complications, Exceptional Value, sears.com, Sears auctions on eBay,  
outlet store or Parts and Repair Center purchases, catalog orders, Maytag  
(Sennitt, Neptune, Wide-by-Side) and product installation. Not applicable to  
prior purchases. May not be used with other coupons or offers. One coupon  
per purchase. Void if copied or transferred and where prohibited by law. Any  
other use constitutes fraud. Cash value 1/20 cent. In the event of a return,  
coupon savings may be deducted from your refund. Coupon expires 2 weeks  
from date of declined service receipt.

\*0% financing for 6 months when you use qualifying Sears cards, with fixed  
variable APRs up to 26.40% as of 7/01/03. Rates may vary. Minimum  
monthly FINANCE CHARGE of up to \$1. If any is due. Regular credit terms  
apply after the 0% period. Issued by Sears National Bank.

†Free standard local delivery. Outside local delivery area, customer pays an  
additional charge. Rebate values, local areas, and additional charges vary.  
See your Sears Store for details. Excludes KitchenAid built-in refrigerators.  
©2003 Sears Brands, LLC.

Sales Associate: Please verify declined service receipt  
is dated within 2 weeks from today. Scan the  
merchandise reduction barcode immediately following  
entering the selected item in POS. Scan the PA  
reduction immediately following entering the selected  
PA in POS. If unable to scan, manually enter the coupon  
number. Please collect the coupon and destroy.

Satisfaction Guaranteed  
or Your Money Back<sup>SM</sup>

**SEARS**  
Good life. Great price.

DEFENDANT'S  
EXHIBIT

4 Willis

**\$65** de descuento al reemplazar  
tu electrodoméstico

**Ahorra 10% en un Contrato de Protección**

Además, **TU ELECCIÓN** de 0% de financiamiento\*  
o entrega gratis con reembolso por correo\*\*

**Gracias** por seleccionar a Sears para tu estimado de reparación. Esperamos que también elijas a Sears para reemplazar tu electrodoméstico y ahorrar con esta triple oferta.

Sólo es válido cuando se presenta el recibo del servicio rechazado con el cupón, en la compra de un electrodoméstico a precio regular o en oferta de \$399 o más. No es válido en titulaciones de bodega, Ofertas de Valor Excepcional, sears.com, ventas de Sears en eBay,\* compras en tiendas "outlet" o Centro de Reparaciones y Partes de Sears, ofertas por catálogo, Maytag (Gentil, Neptune, Wink-by-Sears) y instalación de productos. No aplica a compras anteriores. No se puede usar con otras ofertas o cupones. Un cupón por compra. Nulo si se reproduce o transfiere y donde esté prohibido por la ley. Cualquier uso constituye fraude. Valor en efectivo 1/20 de centavo. En caso de una devolución, los alientos del cupón pueden ser deducidos de su reembolso. El cupón se vence 2 semanas después de la fecha indicada en su recibo del servicio rechazado.

\*0% de financiamiento por 6 meses al usar la tarjeta de Sears que携带en, con un interés (APR) fijo variable de hasta 28.40% a partir de 7/1/03. Las tasas de interés pueden variar. CARGO POR FINANCIAMIENTO mensual mínimo hasta de \$1, por cualquier cargo pendiente. Términos regulares de crédito aplican después del período de 0%. Expedido por Sears National Bank.

\*\*Entrega local estándar gratis. Fuera del área local de entrega, el cliente paga un cargo adicional. Ofertas de reembolso, áreas locales y términos adicionales varían. Más detalles en la tienda. Excluye refrigeradores empotrados KitchenAid.



R5770200197210



R5770200195\$6500

**1 Trae este cupón y tu estimado de reparación para comprar y reemplazar tu electrodoméstico dentro de 2 semanas**

**2 Te descontaremos \$65 y TU ELECCIÓN de 0% de financiamiento o entrega gratis con reembolso por correo**

**3 Además, te daremos 10% de descuento en un Contrato de Protección**

Reorder #3310 8/03

Satisfacción garantizada  
o la devolución de tu dinero™

**SEARS**

Todo para tí®

Assoc #: 2428

Type: Disc: N Date: 10/01/04 to  
 Re Acct: Ch: Time: to  
 Recnt:

Type an X in the selection field. Then press enter.

Sel	Salescheck#	Date	Customer	Total	Reduction	Pay	Trn
				Amount	Amount	Typ	Typ
-	025950260071	10/02/04	MOTO <i>No SVC</i>	356.39	-70.00	AMX	SL
-	025951220090	10/05/04	GRESHAM	-48.60	.00	SRS	SL
-	025950260133	10/05/04	MC GILL	221.39	-15.00	SMC	SL
-	025950260134	10/05/04		4.31	.00	CSH	SL
-	025951220101	10/05/04		-75.58	.00	OTH	SL
-	025950260138	10/05/04	HARDEE	782.97	-35.00	AMX	SL
-	025950260139	10/05/04		6.47	.00	AMX	SL
-	025951220104	10/05/04		89.00	.00	CHK	PMT
-	025950260140	10/05/04		.00	.00		VD
-	025950260141	10/05/04	HARDEE	836.98	-35.00	AMX	SL

Enter F3=Exit F7=Bkwd F8=Fwd F12=Cancel

\*\*\*\*\* START OF TRANSACTION \*\*\*\*\*  
**SALE**

360Commerce POS C 44.017

TIMESTAMP: 10-02-04-11:33:11

MERCHANDISE DISPOSITION:

PICKED UP BY CUSTOMER

DELV. TYPE:

HFM - FROM STORE STOCK

MERCHANDISE STAGING LOCATION:

FILL FROM STOCK

STORE PICKUP

AUTHORIZATION REQUIRED

\$ 2026 33852 QTY:1

WP WASHER,27 OVR 399.991

REASON: SUBSTITUTION

ITEM OUT OF STOCK: 2632822

COUPON NBR:

CPN MULTI ITEM/\$ 65.001

COUPON NBR: 5800082900

CPN MULTI ITEM/\$ 5.000

EXPECTED DATE: 10/02/04

SUPERVISOR AUTH:

8457

NAME: GLYNN S. MOTO

ADDRESS: 101 N 11TH ST

CITY/STATE: OPELIKA, AL

ZIP CODE: 36801

PHONE: 334-749-1286

SPECIAL INSTRUCTIONS:

> > BYPASSED < <

CARD ID:

ENTERED TAX 08.000% 26.40

CARD TYPE: AMEX

ACCT #: W3728652000540010207

AUTH CODE: 689059

0/02/04 AMEX TOTAL 356.39

ASSOC #: 2428

ESR COPY: PRINTED

TIMESTAMP: 10-02-04-11:36:55

STORE REG TRAN PG ASSOC

TRAN. INFO: (02595 026 0071) 01 2428

\*\*\*\*\* START OF TRANSACTION \*\*\*\*\*

PROD. BY DEFENDANT

00116

WILLIS v. SMITH

DEFENDANT'S  
EXHIBIT

5 WILLIS



Assoc #: 2428

Type: Disc: N Date: 10/01/04 to  
 Re Acct: Ch: Time: to  
 Re却ct:

Type an X in the selection field. Then press enter.

Sel	Salescheck#	Date	Customer	Total	Reduction	Pay	Trn
				Amount	Amount	Typ	Typ
-	025950260109	10/04/04		120.00	.00	CSH	PMT
-	025951220068	10/04/04	SELLERS	313.07	.00	CHK	SL
-	025950260110	10/04/04	FRANDSEN	259.18	.00	SRS	SL
-	025950260111	10/04/04		36.71	-27.50	CHK	SL
-	025950260049	10/01/04		.00	.00		OPN
-	025951220020	10/01/04		.00	.00		OPN
-	025950260050	10/01/04	WEST	485.77	.00	OTH	SL
-	025951220343	10/22/04	YOUNGBLOOD <i>LC SVC CREDIT</i>	15.79	-65.00	CSH	SL
-	025951220347	10/22/04		64.79	.00	OTH	SL
-	025950260495	10/22/04		54.00	.00	CHK	PMT

Enter F3=Exit F7=Bkwd F8=Fwd F12=Cancel

6 SELF-VOID NO TRANSACTION # 025951220343  
 \*\*\*\*\* START OF TRANSACTION \*\*\*\*\*  
 SALE  
 360Commerce POS C 44.020  
 TIMESTAMP: 10-22-04 12:03:36  
 MERCHANDISE DISPOSITION:  
 PICKED UP BY CUSTOMER  
 DELV. TYPE: HEM DQS ORDER  
 DELIVER TO: STORE 02595  
 1 46 74832 KM 1M,REFR SAL 449.991  
 ORDERED  
 SEARS 58702006193  
 CPN MULTI-ITEM/\$ 05.001  
 EXPECTED DATE: 10/25/04  
 EXPECTED DATE: 10/25/04  
 NAME: GLORIA YOUNGBLOOD  
 ADDRESS: 400 BUDDY BOY RD  
 CITY/STATE: FORT DAVTS, AL  
 ZIP CODE: 36031  
 PHONE: 334-485-3129  
 DELIV. INSTN: BY PACER  
 TAX 08.000% 30.88  
 CASH 420.09  
 CASH TOTAL 415.79  
 SEARS 10/22/04 12:03:36  
 STORE REG TRAN PG ASSOC  
 IPAN. INFO: 1025951220343 01 2428  
 \*\*\*\*\* START OF TRANSACTION \*\*\*\*\*

PROD. BY DEFENDANT  
 00120  
 WILLIS v. SMITH

NPOS713

Associate Summary  
Assoc #: 2428

10/28/04 20:15:27

Type: Disc: N Date: 10/01/04 to  
 Re Acct: Ch: Time: to  
 Reject:

Type an X in the selection field. Then press enter.

Sel	Salescheck#	Date	Customer	Total	Reduction	Pay	Trn
				Amount	Amount	Typ	Typ
-	025951220105	10/05/04	ENSLEY PAID FOR SVC CALL	179.81	-65.00	CSH	SL
-	025951220169	10/09/04	PLACEK	469.87	-25.00	SRS	SL
-	025950260215	10/09/04		150.00	.00	CHK	PMT
-	025950260216	10/09/04		40.00	.00	CHK	PMT
-	025950260217	10/09/04	STODDARD	541.24	110.00	OTH	SL
-	025951220173	10/09/04	KING	1150.99	-111.75	CHK	SL
-	025951220174	10/09/04	KING	2062.67	.00	CHK	SL
-	025950260220	10/09/04	MORKES	1263.59	-130.00	SMC	SL
-	025950260221	10/09/04	MORKES	777.47	.00	SMC	SL
-	025950260222	10/09/04		5.82	.00	CSH	SL

Enter F3=Exit F7=Bkwd F8=Fwd F12=Cancel

\*\*\*\*\* START OF TRANSACTION \*\*\*\*\*

SALE

360Commerce POS C 44.020

TIMESTAMP: 10-05-04-18:33:01

MERCHANDISE DISPOSITION:

PICKED UP BY CUSTOMER

DELV. TIME:

HFM FROM STORE STOCK

MERCHANDISE STAGING LOCATION:

FILL FROM STOCK

STORE PICKUP

1 2046 24202 QTY:1

11.5 FT KN.U OVR 249.99T

REASON: SUBSTITUTION

ITEM OUT OF STOCK: 46/24212

COUPON NBR:

CPN MULTI ITEM/10X 65.00T

&lt;&lt;&lt; CLEAR &lt;&lt;&lt;

&lt;&lt;&lt; CLEAR &lt;&lt;&lt;

ASSOCIATE DISCOUNT INFO:

MIJUREHCCAGCJCLIII

ASSOCIATE DISCOUNT ON

EXPECTED DATE: 10/05/04

NAME: JAMES O. ENSLEY

ADDRESS: 1118 COUNTRY CTR

CITY/STATE: AUBURN, AL

ZIP CODE: 36830

PHONE: 334-501-6787

SPECIAL INSTRUCTIONS:

CPU

ASSOCIATE DISC 18.50 -

TAX 08.000% 13.32

CASH 180.00

10/05/04 CASH TOTAL 179.81

ASSOC #: 2428

FUTURE COUPON: 00062824

TIMESTAMP: 10-05-04 18:39:05

STORE REG TRAN PG ASSOC

TRAN. INFO: [02595 122 0105] 01 2428

\*\*\*\*\* START OF TRANSACTION \*\*\*\*\*

360C

\*\*\*\*\* START OF TRANSACTION \*\*\*\*\*

SALE

360Commerce POS C 44.020

TIMESTAMP: 10-09-04-17:06:52

MERCHANDISE DISPOSITION:

DELIVERED BY STORE

DELV. TYPE: HFM DOS ORDER

DELV. ZIP: 36830

DELIVER TO: CUSTOMER

1 26 38912 MT WASHER, SAL 617.49T

ORDERED

COUPON NBR: 5778077 61.75T-  
SINGLE ITEM /10XREASON: CUSTOMER SATISFACTION  
1 26 48952 MT DRYER, SAL 499.99T  
ORDEREDCOUPON NBR: 5778077 50.00T-  
SINGLE ITEM /10XREASON: CUSTOMER SATISFACTION  
DELV. TIME: NORMALB.T.S. DATE: 10/11/04  
DELIV. DATE: 10/13/04DELIVERY FEE 60.00T  
NAME: DAVID KING

ADDRESS: 1923 WEST FARMVILLE RD

CITY/STATE: AUBURN, AL

ZIP CODE: 36830

PHONE: 334-821-8960 334-559-2451

DELIVERY ADDRESS SAME AS CUSTOMER

DELIV. INSTR: &gt;&gt; BYPASSED

REENTRY REJOURNAL ---

START REENTRY HERE ---  
1 26 38912 MT WASHER, SAL 617.49T  
ORDEREDCOUPON NBR: 5778077 61.75T-  
SINGLE ITEM /10XREASON: CUSTOMER SATISFACTION  
1 26 48952 MT DRYER, SAL 499.99T  
ORDEREDCOUPON NBR: 5778077 50.00T-  
SINGLE ITEM /10X

REASON: CUSTOMER SATISFACTION

DELIVERY FEE

ACCT # 116000 60.00T

OUT OF AREA TAX 08.000% 85.26

CHECK AMOUNT: 1150.99

TILL READ: SUCCESSFUL

CHECK TYPE: PERSONAL

CHECK NUMBER: 0006875

PHONE: 334-821-8960

ID: AL 4877778/0

CHECK AUTH #: 1660060

CHECK TENDER 1150.99  
CASH TOTAL 1150.9910/09/04 2428  
ASSOC #: PRINTED

ESR COPY: PRINTED

REBATE FORM: PRINTED

TIMESTAMP: 10-09-04-17:14:07  
STORE REG TRAN PG ASSOC  
TRAN. INFO: [02595 122 0173] 01 2428

SEARS  
360Commerce POS C 44.020  
TIMESTAMP: 10-09-04-17:31:27  
< < < CLEAR < < <  
< < < CLEAR < < <  
MERCHANDISE DISPOSITION:  
PICKED UP BY CUSTOMER  
DELV. TYPE: HFM DOS ORDER  
DELIVER TO: STORE 02595  
1 46 31602 REFRIG, 25 SAL 1299.99T  
ORDERED  
COUPON NBR: 5778077  
SINGLE ITEM /10% 130.00T-  
REASON:  
CUSTOMER SATISFACTION  
EXPECTED DATE: 12/30/04  
EXPECTED DATE: 12/30/04  
NAME: BILL MORKES  
ADDRESS: 408 E 6TH ST  
CITY/STATE: WEST POINT, GA  
ZIP CODE: 31833  
PHONE: 706-643-4086  
DELIV INSTR: > > BYPASSED < <  
TAX 08.000% 93.60  
MANUAL REASON: PHONE ORDER  
CARD TYPE: SEARS MASTERCARD  
ACCT #: M51210718418218730706  
AUTH CODE: 034011  
DELAYED DATE: 10/09/05  
DELAY REASON: PROMOTIONAL  
10/09/04 DELAYED TOTAL 1263.59  
ASSOC #: 2428  
ESR COPY: PRINTED  
TIMESTAMP: 10-09-04-17:33:23  
STORE REG TRAN PG ASSOC  
TRAN. INFO: [02595 026 0220] 01 2428  
\*\*\*\*\* 4411 START OF TRANSACTION \*\*\*\*\*  
SEARS

PROD. BY DEFENDANT  
00125  
WILLIS v. SMITH

Type: Disc: N Date: 10/01/04 to  
Re Acct: Ch: Time: to  
Rebut:

Type an X in the selection field. Then press enter.

Sel	Salescheck#	Date	Customer	Total	Reduction	Pay	Trn
				Amount	Amount	Typ	Typ
-	025950260153	10/06/04		6.47	.00	CHK	SL
-	025950260155	10/06/04	GRIZZARD	539.99	.00	DSC	SL
-	025950260157	10/06/04	HAND <del>NO SVC</del> NO SVC	1452.35	-65.00	OTH	SL
-	025950260158	10/06/04	HAND <sup>Last SVC on</sup> <del>RECEIVED</del>	-10.80	.00	OTH	SL
-	025951220128	10/06/04		.00	.00		NSL
-	025950260480	10/21/04	FLORES	346.90	-11.79	OTH	SL
-	025950260161	10/06/04		147.97	.00	CHK	PMT
-	025950260163	10/06/04	ABSTON	.00	.00	CSH	SL
-	025950260164	10/06/04	JAMESON	.00	.00	CSH	SL

Enter F3=Exit F7=Bkwd F8=Fwd F12=Cancel

\*\*\*\*\* START OF TRANSACTION \*\*\*\*\*

SEARS  
360Commerce POS C 44-020  
TIMESTAMP: 10-06-04-13:46:50  
MERCHANDISE DISPOSITION:  
DELIVERED BY STORE  
DELIV. TYPE: HFM DOS ORDER  
DELIV. ZIP: 36601  
DELIVER TO:  
1 26 44042 CUSTOMER  
KM WASHER, SAL 599.99  
1 70 26523292 5Y HOMEMPA MDS 65.00-  
1 26 83042 DRYER, KEN SAL 199.995  
COUPON NBR: 5870200195  
CPN: MULT 1 NEW  
1 70 26501292 5Y HOMEMPA MDS 139.995  
1 26 49926 DRYER KIT, MDS 19.995  
SELV. TIME: NORMAL  
SELV. TS. DATE: 10/11/04  
SELV. DELIV. DATE: 10/12/04  
NAME: NELDA L'HAND  
ADDRESS: 1210 DEER TRACT RD  
CITY/STATE: OPELIA, AL  
ZIP CODE: 36801  
PHONE: 334-745-0804  
DELIVERY ADDRESS: 334-826-7080  
DELIV INSTR: HAUL AWAY OLD MERCHANDISE  
REENTRY REJOURNAL  
START REENTRY HERE  
1 26 44042 KM WASHER, SAL 599.99  
1 70 26523292 5Y HOMEMPA MDS 65.00-  
1 26 83042 DRYER, KEN SAL 199.99  
COUPON NBR: 5870200195  
CPN: MULT 1 ITEM/\$  
1 70 26501292 5Y HOMEMPA MDS 139.99  
1 26 49926 DRYER KIT, MDS 19.99  
DELIVERY FEE  
ACCT # 116000 OUT OF AREA TAX 08.000% 75.00  
CARD TYPE: VISA 82.40  
ACCT #: W47316270460025510206  
AUTH CODE: 006625-E  
10/06/04 VISA TOTAL 1452.35  
ASSOC #: 2428  
ESR COPY: PRINTED  
REBATE FORM: PRINTED  
FUTURE COUPON: 00002824  
SEARS  
TIMESTAMP: 10-06-04-13:50:25  
STORE REG TRAN P  
SEARS TRAN. INFO: 102395 026 01571 01 ASSOC  
2428

PROD. BY DEFENDANT  
00127  
WILLIS v. SMITH

Type:

Acct: Ch:

Disc: N Date: 10/01/04 to

Time: to

### Result:

Type an X in the selection field. Then press enter.

Sel	Salescheck#	Date	Customer	Total	Reduction	Pay	Trn	
				Amount	Amount	Typ	Typ	
-	025950260262	10/11/04	MACON	LAST SVC 2000	853.48	-65.00	MLT	SL
-	025951220196	10/11/04	HOLLOWAY		534.59	-25.00	SRS	SL
-	025951220197	10/11/04	JONES		1541.69	.00	OTH	SL
-	025951220199	10/11/04			43.19	.00	AMX	SL
-	025950260281	10/13/04			.00	.00		OPN
-	025950260282	10/13/04	PARKER		317.08	-40.79	SMC	SL
-	025950260283	10/13/04			21.58	.00	CSH	SL
-	025950260284	10/13/04			37.79	.00	CSH	SL
-	025951220220	10/13/04			.00	.00		OPN
-	025951220221	10/13/04	POWERS	NO SVC.	371.09	-65.00	CHK	SL

Enter

\*\*\*\*\* START OF TRANSACTION \*\*\*\*\*

**SEARS** 360Commerce POS C 44-020  
TIMESTAMP: 10-11-04-14:30:02  
MERCHANDISE DISPOSITION:  
PICKED UP BY INSTALLER  
DELIV. TYPE:  
DELIVER TO: 1 22 29142 WALLOVEN 2 SAL 788.49T  
COUPON NBR: 5870200195  
CPN. MULTI ITEM/\$ 65.001-  
1 10 22406187 RPL OV EL. MDS 129.99S  
EXPECTED DATE: 10/18/04  
EXPECTED DATE: 10/18/04  
NAME: IVY J. MACON  
ADDRESS: 905 JOLIA AVE  
CITY/STATE: AUBURN, AL  
ZIP CODE: 36830  
PHONE: 334-727-2974 334-552-1734  
DESTINATION ADDRESS SAME AS CUSTOMER  
DELIV. INSTR: >> BYPASSED <<  
----- REENTRY RE-JOURNAL -----  
1 22 29142 WALLOVEN 2 SAL 788.49T  
**SEARS** ORDERED  
COUPON NBR: 5870200195  
CPN. MULTI ITEM/\$ 65.001-  
1 10 22406187 RPL OV EL. MDS 129.99  
OUT OF AREA TAX 08.000%  
NON-TAXABLE - INSTALLED 57.88  
CASH 649.91  
CHECK AMOUNT: 203.57  
WTR READ: SUCCESSFUL  
CHECK TYPE: PERSONAL  
CHECK NUMBER: 0003909  
<< < CLEAR <<  
ID: AL 5099908/0  
CHECK AUTH #: 18017220  
CASH TOTAL 853.48  
2428  
PRINTED  
**SEARS** ESR COPY:  
0/11/04  
ASSOC #:  
TIMESTAMP: 10-11-04-14:34:52  
STORE REG TRAN PG ACCT: 2428  
TRAN. INFO: 1 02595 026 02621 01  
\*\*\*\*\* START OF TRANSACTION \*\*\*\*\*

\*\*\*\*\* START OF TRANSACTION \*\*\*\*\*

**SEARS** 360Commerce POS C 44-020  
TIMESTAMP: 10-13-04-12:18:53  
MERCHANDISE DISPOSITION:  
DELIVERED BY STORE  
DELIV. TYPE:  
ITEM - FROM STORE STOCK  
DELIV. ZIP: 360633  
STORE DELIVERY  
2022 16559 QTY: 1  
015WASHB MRSE 399.88T  
COUPON NBR: 5870200195  
CPN. MULTI ITEM/\$ 65.001-  
DELIV. TIME: NORMAL  
DELIV. DATE: 10/15/04  
LINKED SAV/ESCHECK: 025950260201  
DELIVERY FEE 10.00T  
NAME: KELLI POWERS  
ADDRESS: 262 MOUNTAINVIEW WAY  
CITY/STATE: DADEVILLE, AL  
ZIP CODE: 36853  
PHONE: 706-773-3920  
334-705-1821  
**SEARS** RE-ENTRY INSTR: >> BYPASSED <<  
----- REENTRY RE-JOURNAL -----  
2022 16559 QTY: 1  
015WASHB MRSE 399.88T  
COUPON NBR: 5870200195  
CPN. MULTI ITEM/\$ 65.001-  
DELIVERY FEE  
ACCI # 116000  
OUT OF AREA TAX 07.600%  
26.21  
UNSUCCESSFUL  
6334  
334-705-1821  
AL 5256183/0  
1440500  
371.09  
CASH TOTAL 371.09  
\*\*\*\*\* START OF TRANSACTION \*\*\*\*\*

\*\*\*\*\* START OF TRANSACTION \*\*\*\*\*

**SEARS** 360Commerce POS C 44-020  
TIMESTAMP: 10-13-04-12:21:53  
STORE REG TRAN PG ACCT: 2428  
TRAN. INFO: 1 02595 122 0221 01  
\*\*\*\*\* START OF TRANSACTION \*\*\*\*\*

PROD. BY DEFENDANT

00131

**WILLIS v. SMITH**

Type: Disc: N Date: 10/01/04 to  
 Re: Acct: Ch: Time: to  
 Rebut:

Type an X in the selection field. Then press enter.

Sel	Salescheck#	Date	Customer	Total	Reduction	Pay	Trn
				Amount	Amount	Typ	Typ
-	025951220235	10/13/04		.00	.00		OPN
-	025950260291	10/13/04	CHECKER	253.82	-22.00	CSH	SL
-	025951220238	10/14/04		.00	.00		OPN
-	025951220239	10/14/04	TURNER <i>NOSVU</i>	847.79	-65.00	CHK	SL
-	025950260303	10/14/04	KIRBY	379.06	.00	SRS	SL
-	025950260304	10/14/04		10.79	.00	SRS	SL
-	025950260305	10/14/04		32.39	.00	CSH	SL
-	025950260309	10/14/04		75.58	.00	CSH	SL
-	025950260310	10/14/04	WEBSTER	655.98	.00	OTH	SL
-	025951220244	10/14/04	GIBSON	896.39	.00	SMC	SL

Enter F3=Exit F7=Bkwd F8=Fwd F12=Cancel

\*\*\*\*\* START OF TRANSACTION \*\*\*\*\*  
**SALE**

360Commerce POS C 44.020

**SE** TIMESTAMP: 10-14-04-10:31:24

**SH** MERCHANDISE DISPOSITION:

**S** DELIVERED BY STORE

**SE** DELV. TYPE:

HFM - FROM STORE STOCK

DELV. ZIP: 36804

STORE DELIVERY

2046 56512 QTY:1

REFRIG,26' S SALE 799.99T

COUPON NBR: 5870200195

CPN MULTI ITEM/\$ 65.00T

DELV. TIME: NORMAL

DELIV. DATE: 10/15/04

DELIVERY FEE 50.00T

**SH** NAME: TERESA TURNER

**S** ADDRESS: 314 LEE RD 100

**S** CITY/STATE: OPELIKA, AL

**S** ZIP CODE: 36804

**SH** PHONE:

334-704-0499 334-704-0499

DELIVERY ADDRESS SAME AS CUSTOMER

DELIV. INSTR: > BYPASSED <

**SH** ----- REENTRY REJOURNAL -----

**S** ----- START REENTRY HERE -----

2046 56512 QTY:1

REFRIG,26' S SALE 799.99T

**SH** COUPON NBR: 5870200195

CPN MULTI ITEM/\$ 65.00T

DELIVERY FEE

ACCT # 116000 50.00T

OUT OF AREA TAX 08.000% 62.80

CHECK AMOUNT: 847.79

MICR READ: SUCCESSFUL

CHECK TYPE: PERSONAL

CHECK NUMBER: 000809

PHONE: 334-704-0499

ID: AL 6389779/0

CHECK AUTH #: 1478780

**SH** CHECK TENDER 847.79

0/14/04 CASH TOTAL 847.79

**S** ASSOC #: 2428

**S** SR COPY: PRINTED

**SH** REBATE FORM: PRINTED

TIMESTAMP: 10-14-04-10:35:37

STORE REG TRAN PG ASSOC

TRAN. INFO: [02595 122 0239] 01 2428

\*\*\*\*\* START OF TRANSACTION \*\*\*\*\*

Type: Disc: N Date: 10/01/04 to  
 Re Acct: Ch: Time: to  
 Re却ct:

Type an X in the selection field. Then press enter.

Sel	Salescheck#	Date	Customer	Total	Reduction	Pay	Trn
				Amount	Amount	Typ	Typ
-	025951220222	10/13/04		24.00	.00	CSH	PMT
-	025951220223	10/13/04		26.99	-5.00	SRS	SL
-	025951220225	10/13/04	CUMMINGS <i>NO SLC</i>	572.27	-65.00	OTH	SL
-	025950260285	10/13/04	MORGAN	469.79	-15.00	SRS	SL
-	025950260286	10/13/04	STROM	1363.96	.00	SMC	SL
-	025951220230	10/13/04	LILES	97.19	-10.00	OTH	SL
-	025950260287	10/13/04		194.00	.00	CHK	PMT
-	025950260288	10/13/04	HANSEN	394.18	.00	OTH	SL
-	025950260289	10/13/04	CLARK	.00	.00	CSH	SL
-	025951220232	10/13/04		77.00	.00	CHK	PMT

Enter F3=Exit F7=Bkwd F8=Fwd F12=Cancel

\*\*\*\*\* START OF TRANSACTION \*\*\*\*\*  
**SALE**  
360Commerce POS C 44.020  
TIMESTAMP: 10-13-04-13:07:46  
MERCHANDISE DISPOSITION:  
PICKED UP BY CUSTOMER  
DELV. TYPE: HFM DOS ORDER  
S C C S CLEAR C C C  
DISCARDING REMINDER:  
REMINDER ALREADY PRESENT  
DISCARDING REMINDER:  
REMINDER ALREADY PRESENT  
MERCHANDISE DISPOSITION:  
DELIVERED BY STORE  
DELV. TYPE: HFM DOS ORDER  
DELV. ZIP: 36801  
DELIVER TO: CUSTOMER  
1 46 74154 KM TM, REF SAL 529.881  
ORDERED  
COUPON NBR: [REDACTED] 65.001-  
CPN MULTI ITEM/\$  
DELV. TIME: NORMAL  
B.T.S. DATE: 10/18/04  
DELIV. DATE: 10/19/04  
DELIVERY FEE 50.001  
HAUL AWAY FEE 15.001  
NAME: GEORGE CUMMINGS  
ADDRESS: 1707 CALCUTTA DR  
CITY/STATE: OPELIKA, AL  
ZIP CODE: 36801  
PHONE:  
334-749-5588 334-740-5508  
DELIVERY ADDRESS SAME AS CUSTOMER  
DELIV INSTR:  
HAUL AWAY OLD MERCHANDISE  
----- REENTRY REJOURNAL -----  
----- START REENTRY HERE -----  
1 46 74154 KM TM, REF SAL 529.881  
ORDERED  
COUPON NBR: 5870200195 65.001  
CPN MULTI ITEM/\$  
DELIVERY FEE 65.001  
ACCT # 116000 OUT OF AREA TAX 08.000% 42.39  
CARD TYPE: MASTERCARD  
ACCT #: W53699351602349260106  
AUTH CODE: 0136047M  
10/13/04 MASTERCARD TOTAL 572.27  
ASSOC #: 2428  
FGR COPY: PRINTED  
SIG DIAG:  
PREVIOUS SIGPAD OPEN FAILURE  
ANUAL MODE REASON:  
SIGNATURE DEVICE OPEN ERROR  
CREDIT CARD IMPRINTED:  
Y  
REBATE FORM: PRINTED  
TIMESTAMP: 10-13-04-13:10:02  
STORE REG IRAN PG ASSOC  
IRAN. INFO: [02595 122 0225] 01 242  
\*\*\*\*\* START OF TRANSACTION \*\*\*\*\*  
**SALE**  
360Commerce

PROD. BY DEFENDANT  
00135  
WILLIS v. SMITH

Assoc #: 2428

Type: Disc: N Date: 10/01/04 to  
Re Acct: Ch: Time: to  
Reacct:

Type an X in the selection field. Then press enter.

Sel	Salescheck#	Date	Customer	Total	Reduction	Pay	Trn
				Amount	Amount	Typ	Typ
-	025950260313	10/14/04	EDEN <i>void No SVC</i>	415.79	-65.00	SMC	SL
-	025950260314	10/14/04		95.02	-25.00	SMC	SL
-	025951220246	10/14/04		65.00	.00	CHK	PMT
-	025950260320	10/14/04		45.00	.00	CSH	PMT
-	025950260321	10/14/04	FURMAN	403.86	.00	SRS	SL
-	025950260322	10/14/04		.00	.00		VD
-	025950260323	10/14/04		60.00	.00	CSH	PMT
-	025950260324	10/14/04		.00	.00		VD
-	025950260325	10/14/04		50.00	.00	CSH	PMT
-	025951220247	10/14/04		40.80	.00	CHK	PMT

Enter F3=Exit F7=Bkwd F8=Fwd F12=Cancel

POS C 44.020  
10-14-04-14:59:00  
DISPOSITION:  
PICKED UP BY CUSTOMER  
DELV. TYPE: HFM DOS ORDER  
DELIVER TO: STORE 02595  
1 46 33683 REFRIG.28' SAL 1499.991  
ORDERED  
SELF-VOID - NO TRANSACTION # ASSIGNED  
\*\*\*\*\* START OF TRANSACTION \*\*\*\*\*  
SALES  
360Commerce POS C 44.020  
TIMESTAMP: 10-14-04-15:00:39  
1 67 84140572 6" TIMB.WT SAL 99.99T  
1 67 19619 SHOE,INSOL MDS 12.99T  
1 67 19619 SHOE,INSOL MDS 12.99T  
COUPON NBR: 5772786712  
CPN SINGLE ITEM /25% 25.00T  
1 67 19619 SHOE,INSOL MDS 12.99T  
\* \* CREDIT ACCT SEARCH \* \*  
SOCIAL SECURITY # SEARCH  
NAME: STEVE A. EDEN  
ADDRESS: 1240 COTTONWOOD CIR  
CITY/STATE: AUBURN, AL  
ZIP CODE: 36832  
PHONE: 334-826-3003  
ID: AL 3293693  
TAX 08.000% 7.04  
CARD TYPE: SEARS MASTERCARD  
ACCT #: S5121071718484334  
AUTH CODE: 039524  
10/14/04 SEARS MSTRCRD TOTAL 95.02  
ASSOC #: 2428  
ESR COPY: PRINTED  
TIMESTAMP: 10-14-04-15:03:56  
STORE REG TRAN PG ASSOC  
TRAN. INFO: [02595 026 0314] 01 2428  
\*\*\*\*\* START OF TRANSACTION \*\*\*\*\*

SEARS

SEARS

SEARS

SEARS

SEARS

\*\*\*\*\* START OF TRANSACTION \*\*\*\*\*

SALE

360Commerce POS C 44.020

TIMESTAMP: 10-14-04-14:53:57

MERCHANDISE DISPOSITION:

PICKED UP BY CUSTOMER

DELV. TYPE:

HFM - FROM STORE STOCK

MERCHANDISE STAGING LOCATION:

FILL FROM STOCK

STORE PICKUP

2022 23099 QTY:1 COOKTOP 30" NOSE 449.99T

COUPON NBR: CPN MULTI ITEM/S 65.00T

EXPECTED DATE: 10/14/04

NAME: STEVE EDEN

ADDRESS: 1240 COTTONWOOD CIR

CITY/STATE: AUBURN, AL

ZIP CODE: 36830

PHONE: 334-826-3003 334-740-4044

SPECIAL INSTRUCTIONS:

&gt; BYPASSED &lt;&lt;

\* \* CREDIT ACCT SEARCH \* \*

SOCIAL SECURITY # SEARCH

NAME: STEVE A. EDEN

ADDRESS: 1240 COTTONWOOD CIR

CITY/STATE: AUBURN, AL

ZIP CODE: 36832

PHONE: 334-826-3003

\* \* CREDIT ACCT SEARCH \* \*

SOCIAL SECURITY # SEARCH

NAME: STEVE A. EDEN

ADDRESS: 1240 COTTONWOOD CIR

CITY/STATE: AUBURN, AL

ZIP CODE: 36832

PHONE: 334-826-3003

ID: AL 3293693

TAX 08.000% 30.80

CARD TYPE: SEARS MASTERCARD

ACCT #: S5121071718484334

AUTH CODE: 082720

10/14/04 SEARS MSTRCRD TOTAL 415.79

ASSOC #: 2428

ESR COPY: PRINTED

TIMESTAMP: 10-14-04-14:58:45

STORE REG TRAN PG ASSOC

TRAN. INFO: [02595 026 0313] 01 2428

\*\*\*\*\* START OF TRANSACTION \*\*\*\*\*

SALE

NPOS713

Associate Summary

10/28/04 20:14:57

Assoc #: 2428

Type: Disc: N Date: 10/01/04 to  
 Re Acct: Ch: Time: to  
 Result:

Type an X in the selection field. Then press enter.

Sel	Salescheck#	Date	Customer	Total	Reduction	Pay	Trn
				Amount	Amount	Typ	Typ
-	025950570393	10/15/04		124.00	.00	CHK	PMT
-	025951220266	10/15/04	BRYANT <i>NO SVC</i>	232.19	-65.00	CHK	SL
-	025951220267	10/15/04		.00	.00		NSL
-	025950260355	10/15/04		17.26	.00	CSH	SL
-	025951220268	10/15/04		.00	.00		CLS
-	025950260356	10/15/04		.00	.00		NSL
-	025950260357	10/15/04		.00	.00		CLS
-	025951220269	10/16/04		.00	.00		OPN
-	025951220270	10/16/04	CUMMINGS	358.98	.00	OTH	SL
-	025950260365	10/16/04		20.51	.00	CSH	SL

Enter F3=Exit F7=Bkwd F8=Fwd F12=Cancel

\*\*\*\*\* START OF TRANSACTION \*\*\*\*\*  
 360Commerce POS #: 44.020  
 TIMESTAMP: 10-15-04 20:05:20  
 MERCHANDISE DISPOSITION:  
 PICKED UP BY CUSTOMER  
 DELV. TYPE:  
 DELIVER TO: HFM DOS ORDER  
 1 46 24422 STORE 02595  
 14.1 FT KN SAL 279.991  
 DUPLICATED ORDERED  
 SEARS  
 CPN MULTI ITEM'S  
 EXPECTED DATE: 10/18/04 65.00T-  
 NAME: 10/18/04  
 ADDRESS: VIRGINIA BRYANT  
 CITY/STATE: 6516 BURT ST.  
 ZIP CODE: OPELIKA, AL  
 PHONE: 36801  
 DELIV INSTR: 334-749-9419  
 CHECK AMOUNT: >> BYPASSED  
 MICR READ: 232.19  
 CHECK TYPE: SUCCESSFUL  
 CHECK NUMBER: BUSINESS  
 CHECK AUTH #: 0002825  
 1580760  
 10/15/04 TAX 08.000% 17.20  
 ASSOC #: CHECK TENDER 232.19  
 CASH TOTAL 232.19  
 2428  
 12-9  
 TIME STAMP: 10-15-04 20:09:18  
 TRAN. INFO: 02595 122 0266 01 PG ASSOC  
 \*\*\*\*\* END OF TRANSACTION \*\*\*\*\*  
 SEARS  
 SEARS

PROD. BY DEFENDANT

00139

WILLIS v. SMITH

Type: Disc: N Date: 10/01/04 to  
 Re Acct: Ch: Time: to  
 Recnt:

Type an X in the selection field. Then press enter.

Sel	Salescheck#	Date	Customer	Total	Reduction	Pay	Trn
				Amount	Amount	Typ	Typ
-	025950260377	10/16/04		1500.00	.00	CHK	PMT
-	025950260378	10/16/04		425.00	.00	CHK	PMT
-	025950260379	10/16/04		30.00	.00	CSH	PMT
-	025951220357	10/23/04		.00	.00		OPN
-	025950260510	10/23/04	CRAIGHEAD	237.59	.00	OTH	SL
-	025951220361	10/23/04	READ	1519.18	.00	OTH	SL
-	025951220362	10/23/04	SOUPHANTHONG	192.24	.00	SRS	SL
-	025950260068	10/02/04	MOTO	361.67	-65.00	AMX	SL
-	025950260069	10/02/04	MOTO <i>VOID</i>	-5.40	.00	AMX	SL
-	025950260070	10/02/04		.00	.00		VD

Enter F3=Exit F7=Bkwd F8=Fwd F12=Cancel

\*\*\*\*\* START OF TRANSACTION \*\*\*\*\*  
**SALE ADJUST**  
 360Commerce POS C 44.017  
 TIMESTAMP: 10-02-04-11:12:05  
 ASSOC #: 2428  
 SALES CHECK: 025950260068  
 ADJUSTMENT OPTION:  
 CUSTOMER SATISFACTION  
 2026 32822 QTY: 1  
 WASHER. WHIT ADJ 5.001  
 SALES CHECK: 025950260068  
 SOLD BY: 002428  
 DATE SOLD: 10/02/04  
 SUPERVISOR AUTH: 8457  
 TAX .40  
 CARD TYPE: AMEX  
 ACCT #: W3728652000540010207  
 10/02/04 AMEX CREDIT 5.40  
 TIMESTAMP: 10-02-04-11:14:28  
 STORE REG TRAN PG ASSOC  
 TRAN. INFO: [02595 026 0069] 01 2428  
 ESR COPY: PRINTED

\*\*\*\*\* START OF TRANSACTION \*\*\*\*\*  
**SALE**  
 360Commerce POS C 44.017  
 TIMESTAMP: 10-02-04-11:09:42  
 MERCHANDISE DISPOSITION:  
 PICKED UP BY CUSTOMER  
 DELV. TYPE:  
 HFM - FROM STORE STOCK  
 MERCHANDISE STAGING LOCATION:  
 FILL FROM STOCK  
 STORE PICKUP  
 2026 32822 QTY:1  
 WASHER. WHIT SALE 399.887  
 COUPON NBR: 12870200195  
 CPN MULTI ITEM? 65.00  
 EXPECTED DATE: 10/02/04  
 NAME: GLYNN S. MOTO  
 ADDRESS: 101 N 11TH ST  
 CITY/STATE: OPELIKA, AL  
 ZIP CODE: 36801  
 PHONE: 334-749-1286  
 SPECIAL INSTRUCTIONS:  
 > > BYPASSED < <

CARD ID: ENTERED  
 TAX 08.000% 26.79  
 CARD TYPE: AMEX  
 ACCT #: W3728652000540010207  
 AUTH CODE: 624133  
 10/02/04 AMEX TOTAL 361.67  
 ASSOC #: 2428  
 ESR COPY: PRINTED  
 TIMESTAMP: 10-02-04-11:11:41  
 STORE REG TRAN PG ASSOC  
 TRAN. INFO: [02595 026 0068] 01 2428

SEARS

SEARS

SEARS

PROD. BY DEFENDANT  
 00140  
 WILLIS v. SMITH

NPOS713

Associate Summary

10/28/04 20:15:01

Assoc #: 2428

Type: Disc: N Date: 10/01/04 to  
 Re Acct: Ch: Time: to  
 Re却ct:

Type an X in the selection field. Then press enter.

Sel	Salescheck#	Date	Customer	Total	Reduction	Pay	Trn
				Amount	Amount	Typ	Typ
-	025950260369	10/16/04	PARRENT	184.67	.00	OTH	SL
-	025951220348	10/22/04	CARLISLE	431.98	.00	CSH	SL
-	025950260499	10/22/04	RYAN	967.63	.00	AMX	SL
-	025951220349	10/22/04	WEAVER	1916.99	-75.00	SMC	SL
-	025950260500	10/22/04	TODD	665.38	.00	SRS	SL
-	025950260501	10/22/04		28.06	.00	SRS	SL
-	025950260051	10/01/04		61.54	.00	CHK	PMT
-	025950260052	10/01/04		35.09	.00	SMC	SL
-	025951220021	10/01/04	HAMMOCK	284.99	-25.00	SRS	SL
-	025951220022	10/01/04	WILSON <i>SLC on 9/00</i> <i>Interest Ccy 11</i>	241.79	-65.00	CSH	SL

Enter F3=Exit F7=Bkwd F8=Fwd F12=Cancel

\*\*\*\*\* START OF TRANSACTION \*\*\*\*\*  
**SALE**  
Commerce POS C 44.017  
TICKETSTAMP: 10-01-04-11:42:00  
MERCHANDISE DISPOSITION:  
PICKED UP BY CUSTOMER  
ITEM TYPE: HFM DOS ORDER  
DELIVERY TO: STORE 02595  
22 17332 KM.DISHMAS SAL 288.881  
CUPON NBR: 5872786673  
CPN MUL11 ITEM/\$ 25.001-  
SELECTED DATE: 10/04/04  
REFECTED DATE: 10/04/04  
NAME: JEANICE HAMMOCK  
ADDRESS: PO 1  
CITY/STATE: FULTON, AL  
ZIP CODE: 36832  
PHONE: 334-257-3895  
HELVY: INSIR: >> BYPASSED  
CARD TYPE: SEARS ACCOUNT  
ACCT #: 00582124571362  
CUST. CODE: 081461  
10/04 SEARS ACCOUNT TOTAL 284.99  
ASSOC #: 2428  
CARRIER COPY: PRINTED  
DIAG: PREVIOUS SIGRAD OPEN FAILURE  
ROUTING MODE: REASON: OPEN ERROR  
SIGNATURE DEVICE: OPEN ERROR  
RECD/ CASH IMPRINTED:  
Y  
RECEIPT FORM: PRINTED  
PURCHASE COUPON: 000082900  
THESTAMP: 10-01-04-11:42:00  
STORE REG TRAN PG ASSOC  
CUST. INFO: 102595 122 00211 01 2428

**SEARS** **SEARS** **SEARS**

\*\*\*\*\* START OF TRANSACTION \*\*\*\*\*  
**SEARS**  
 360Commerce POS C 44.017  
 TIMESTAMP: 10-01-04-11:43:08  
 DISCARDING REMINDER: < < < CLEAR < < <  
 REMINDER ALREADY PRESENT  
 MERCHANDISE DISPOSITION:  
 PICKED UP BY INSTALLER  
 SELV. TYPE: HFM DOS ORDER  
 DELIVER TO: STORE 02595  
 22 17332 KM.DISHWAS SAL 280.881  
 COUPON NBR: 10/04/04  
 CPN: MULI ITEM\$ 65.001-  
 1 70 2379292 3Y HOMEMPA MDS 59.995-  
 1 10 22100187 RPL D/W, MDS 99.995-  
 1 10 22100187 RPL D/W, MDS 99.995-  
 1 70 2379292 3Y HOMEMPA MDS 59.995-  
 EXPECTED DATE: 10/04/04  
 EXPECTED DATE: 10/04/04  
 NAME: TRACY D. WILSON  
 ADDRESS: 842 N CARY DR  
 CITY/STATE: AUBURN, AL  
 ZIP CODE: 36830  
 PHONE: 334-897-7163 334-444-5712  
 DESTINATION ADDRESS SAME AS CUSTOMER  
 DELIV-INSTR: > BY PASSED < <  
 REENTRY RE.JOURNAL  
 .... START REENTRY HERE ....  
 1 22 17332 KM.DISHWAS SAL 288.881  
 COUPON NBR: 5870200195  
 CPN: MULI ITEM\$ 65.001-  
 OUT OF AREA TAX 80.000% 17.91  
 MSG SOC #: 248 CASH 300.00  
 MSG COPY: PRINTED  
 REBATE FORM: PRINTED  
 FUTURE COUPON: 00082900  
 TIMESTAMP: 10-01-04-11:49:29  
 STORE REG TRN PG ASSOC  
 IRAN. INFO: {02595 122 0022} 01 2428

ROD. BY DEFENDANT  
00142  
WILLIS v. SMITH

\*\*\*\*\* START OF TRANSACTION \*\*\*\*\*

SALE

360Commerce POS C 44.020

TIMESTAMP: 10-22-04-15:34:52

MERCHANDISE DISPOSITION:

DELIVERED BY STORE

DELV. TYPE: HFM DOS ORDER

DELV. ZIP: 36830

DELIVER TO: CUSTOMER

1 46 75523 KM BM, 25F SAL 1799.991

ORDERED

COUPON NBR: 5872786673

CPN MULTI ITEM/\$ 25.00T-

COUPON NBR: 5872786684

CPN MULTI ITEM/\$ 50.00T-

DELV. TIME: NORMAL

S.T.S. DATE: 10/25/04

DELIV. DATE: 10/26/04

DELIVERY FEE 50.00T

NAME: KRISTIN WEAVER

ADDRESS: 267 HILLCREST DR

CITY/STATE: AUBURN, AL

ZIP CODE: 36830

PHONE: 334-821-4403 334-728-9007

DELIVERY ADDRESS SAME AS CUSTOMER

DELIV INSTR: &gt; &gt; BYPASSED &lt; &lt;

----- REENTRY REJOURNAL -----

----- START REENTRY HERE -----

46 75523 KM BM, 25F SAL 1799.991

ORDERED

COUPON NBR: 5872786673

CPN MULTI ITEM/\$ 25.00T-

COUPON NBR: 5872786684

CPN MULTI ITEM/\$ 50.00T-

DELIVERY FEE

ACCT # 116000

OUT OF AREA TAX 08.000% 142.00

\* \* CREDIT ACCT SEARCH \* \*

\* \* CREDIT ACCT SEARCH \* \*

SOCIAL SECURITY # SEARCH

NAME: KRISTIN WEAVER

ADDRESS: 267 HILLCREST

CITY/STATE: AUBURN, AL

ZIP CODE: 36830

PHONE: 334-821-4403

ID: AL 5794608

\* \* CREDIT ACCT SEARCH \* \*

SOCIAL SECURITY # SEARCH

NAME: KRISTIN WEAVER

ADDRESS: 267 HILLCREST

CITY/STATE: AUBURN, AL

ZIP CODE: 36830

PHONE: 334-821-4403

ID: AL 5794608

\* \* CREDIT ACCT SEARCH \* \*

SOCIAL SECURITY # SEARCH

NAME: KRISTIN WEAVER

ADDRESS: 267 HILLCREST

CITY/STATE: AUBURN, AL

ZIP CODE: 36830

PHONE: 334-821-4403

CARD TYPE: SEARS MASTERCARD

ACCT #: S5121071844999940

AUTH CODE: 075674/M

10/22/04 SEARS MSTRCRD TOTAL 1916.99

ASSOC #: 2428

ESR COPY: PRINTED

SIG DIAG:

PREVIOUS SIGPAD OPEN FAILURE

ANALYST MODE REASON:

SIGNATURE DEVICE OPEN ERROR

REBATE FORM: PRINTED

TIMESTAMP: 10-22-04-16:22:06

STORE REG TRAN PG ASSOC

TRAN. INFO: [02595 122 0349] 01 2428

\*\*\*\*\* START OF TRANSACTION \*\*\*\*\*

SALE

SEARS

SEARS

SEARS

SEARS

SEARS

SEARS

Type: Disc: N Date: 10/01/04 to  
Re Acct: Ch: Time: to  
Rebut:

Type an X in the selection field. Then press enter.

Sel	Salescheck#	Date	Customer	Total	Reduction	Pay	Trn
				Amount	Amount	Typ	Typ
-	025950200144	10/23/04		47.00	.00	CSH	PMT
-	025950260519	10/23/04	ROBERTSON	505.02	.00	SRS	SL
-	025950260532	10/25/04		.00	.00		OPN
-	025950260533	10/25/04	SELLERS <i>last SVC CPT 2003</i>	1029.40	-163.50	SMC	SL
-	025951220384	10/25/04	YOUNGBLOOD	-415.79	65.00	CSH	SL
-	025951220385	10/25/04	YOUNGBLOOD	744.96	-65.00	CSH	SL
-	025951220386	10/25/04	FRANDSEN	495.60	-50.99	SRS	SL
-	025951220387	10/25/04	FRANDSEN	-5.40	.00	SRS	SL
-	025951220388	10/25/04	HATTIER	432.98	-25.00	SRS	SL
-	025951220389	10/25/04		.00	.00		VD

Enter F3=Exit F7=Bkwd F8=Fwd F12=Cancel



Type: Disc: N Date: 10/01/04 to  
 Ref Acct: Ch: Time: to  
 Re却ct:

Type an X in the selection field. Then press enter.

Sel	Salescheck#	Date	Customer	Total	Reduction	Pay	Trn
				Amount	Amount	Typ	Typ
-	025950260586	10/27/04	JONES	288.62	-29.69	SRS	SL
-	025951220426	10/27/04	ADAMS	464.39	-42.22	SMC	SL
-	025950260588	10/27/04	JOHNS	1080.00	-161.11	SRS	SL
-	025950260604	10/28/04		.00	.00		OPN
-	025950260605	10/28/04	FLORES	-21.60	.00	OTH	SL
-	025950260606	10/28/04	BOLT	.00	.00		LNR
-	025951220439	10/28/04	STRICKLAND	647.92	.00	CSH	SL
-	025951220440	10/28/04	BERRY <i>1/2 slc</i>	523.79	-65.00	SRS	SL
-	025950260608	10/28/04	EPPERSON	647.99	.00	CHK	SL
-	025950260609	10/28/04	EPPERSON	644.74	-33.00	CHK	SL

Enter F3=Exit F7=Bkwd F8=Fwd F12=Cancel

\*\*\*\*\* START OF TRANSACTION \*\*\*\*\*  
**SALE**  
 Service POS C 44.020  
 TAMP: 10-27-04-17:27:13  
 MERCHandise DISPOSITION:  
 DELIVERED BY STORE  
 DELV. TYPE: HFM DOS ORDER  
 DELV. ZIP: 36830  
 DELIVER TO: CUSTOMER  
 \$1 46 54592 REFRIG,25' SAL 1111.11T  
 ORDERED  
 COUPON NBR: 5872086568  
 SPC CPN MULTI ITEM/10% 111.11T-  
 COUPON NBR: 5872786684  
 CPN MULTI ITEM/\$ 50.00T-  
 DELV. TIME: NORMAL  
 B.T.S. DATE: 11/01/04  
 DELIV. DATE: 11/03/04  
 DELIVERY FEE 50.00T  
 NAME: GEORGE M. JOHNS  
 ADDRESS: 247 JEROME CT.  
 AUBURN  
 CITY/STATE: AUBURN, AL  
 ZIP CODE: 36830  
 PHONE: 334-663-3394 334-821-4336  
 DELIVERY ADDRESS SAME AS CUSTOMER  
 DELIV INSTR: DEL  
 ----- REENTRY REJOURNAL -----  
 ----- START REENTRY HERE -----  
 1 46 54592 REFRIG,25' SAL 1111.11T  
 ORDERED  
 COUPON NBR: 5872086568  
 SPC CPN MULTI ITEM/10% 111.11T-  
 COUPON NBR: 5872786684  
 CPN MULTI ITEM/\$ 50.00T-  
 DELIVERY FEE  
 ACT # 116000 50.00T  
 OUT OF AREA TAX 08.000% 80.00  
 CARD TYPE: SEARS ACCOUNT  
 ACCT #: W5751263210834  
 AUTH CODE: 054277  
 DELAYED DATE: 10/27/05  
 DELAY REASON: PROMOTIONAL  
 10/27/04 DELAYED TOTAL 1080.00  
 ASSOC #: 2428  
 ESR COPY: PRINTED  
 TIMESTAMP: 10-27-04-17:32:10  
 TRAN. INFO: [02595 026 0588] 01 2428  
 \*\*\*\*\* START OF TRANSACTION \*\*\*\*\*  
**SALE**  
 POS C

SEARS

SEARS

SEARS

SEARS

\*\*\*\*\* START OF TRANSACTION \*\*\*\*\*  
**SALE**  
 360Commerce POS C 44.020  
 TAMP: 10-28-04-16:50:22  
 MERCHandise DISPOSITION:  
 PICKED UP BY CUSTOMER  
 DELV. TYPE: HFM DO's ORDER  
 DELIVER TO: STORE 02595  
 \$1 46 24082 20.6 FT KN OVR 549.99T  
 ORDERED  
 REASON: ADVERTISING PRICE  
 COUPON NBR: 5872086568 65.00T-  
 EXPECTED DATE: 11/01/04  
 EXPECTED DATE: 11/01/04  
 NAME: HARVEL BERRY  
 ADDRESS: 1509 WAVERLY PKWY  
 CITY/STATE: OPELIKA, AL  
 ZIP CODE: 36801  
 PHONE: 334-749-9956  
 DELIV INSTR: >> BYPASSED  
 TAX 08.000% 38.80  
 CARD TYPE: SEARS ACCOUNT  
 ACCT #: W0382005347007  
 AUTH CODE: 083801  
 10/28/04 SEARS ACCOUNT TOTAL 558.80  
 ASSOC #: 2428  
 ESR COPY: PRINTED  
 TIMESTAMP: 10-28-04-16:52:39  
 STORE REG TRAN PG ASSOC  
 TRAN. INFO: [02595 122 0440] 01 2428

\*\*\*\*\* START OF TRANSACTION \*\*\*\*\*

360Commerce

SEARS

SEARS

SEARS

NPOS713..

Associate Summary

10/28/04 20:16:33

Assoc #: 2428

Type: Disc: N Date: 10/01/04 to  
 Re Acct: Ch: Time: to  
 Re却ct:

Type an X in the selection field. Then press enter.

Sel	Salescheck#	Date	Customer	Total Amount	Reduction Amount	Pay Typ	Trn Typ
-	025950260610	10/28/04	EPPERSON	-21.60	.00	CSH	SL
-	025950260611	10/28/04	EPPERSON	539.98	.00	CHK	SL
-	025950260075	10/02/04	DAVIS	601.98	-25.00	SRS	SL
-	025950260076	10/02/04		32.36	.00	SRS	SL
-	025950260077	10/02/04	BRACKINSVC is less than 901.79	901.79	-65.00	SRS	SL
-	025951220041	10/02/04		47.48	-5.00	CHK	SL
-	025951220043	10/02/04	TYNER	968.35	-50.00	SRS	SL
-	025951220044	10/02/04	TYNER	1050.18	-25.00	SRS	SL
-	025951220045	10/02/04		.00	.00		NSL
-	025950260079	10/02/04		66.04	-123.43	CHK	SL

Enter F3=Exit F7=Bkwd F8=Fwd F12=Cancel

\*\*\* \* START OF TRAN

SAL

Commerce POS C 44.01  
 MESTAMP: 10-02-04-16:01:49  
 \$1 07 30779031 TEE,CVSSVN OVR 5.99T  
 REASON: ADVERTISING PRICE  
 \$1 07 51431031 S/S CREW,W OVR 7.99T  
 REASON: ADVERTISING PRICE  
 \$1 07 24110031 PANT,ONYX OVR 22.99T  
 REASON: ADVERTISING PRICE  
 \$1 07 24109031 PANT,GINGE OVR 22.99T  
 REASON: ADVERTISING PRICE  
 \$1 07 54550031 TOPS, VNEC OVR 5.99T  
 REASON: ADVERTISING PRICE  
 \$1 07 54548031 TOPS, VNEC OVR 5.99T  
 REASON: ADVERTISING PRICE  
 \$1 07 54549031 TOPS, VNEC OVR 5.99T  
 REASON: ADVERTISING PRICE  
 \$1 07 30760031 TEE,CVS/SC OVR 5.991  
 REASON: ADVERTISING PRICE  
 \$1 43 73574006 SS SHIRT,B OVR 21.00T  
 REASON: ADVERTISING PRICE  
 \$1 41 87060006 S/S, ZIP PD OVR 9.99T  
 REASON: ADVERTISING PRICE  
 \$1 07 53931032 TOP, TRUE OVR 5.99T  
 REASON: ADVERTISING PRICE  
 \$1 07 84166031 SHRUG, SCA OVR 14.99T  
 REASON: ADVERTISING PRICE  
 \$1 7 24096031 SHIRT,LOBS OVR 19.99T  
 REASON: ADVERTISING PRICE  
 \$1 43 73574006 SS SHIRT,B OVR 21.00T  
 REASON: ADVERTISING PRICE  
 \$1 07 24111031 PANT, GREEN OVR 22.99T  
 REASON: ADVERTISING PRICE  
 COUPON NBR: 5878071 99.94T  
 REASON: ADVERTISING PRICE

ASSOCIATE DISCOUNT INFO:  
NIPC/STAP/REBATE/

ASSOCIATE DISCOUNT ON  
 COUPON NBR: 5800082900  
 CPN MULTI ITEM/\$ 5.00T-  
 COUPON NBR: 5872786786  
 CPN MULTI ITEM/\$ 10.00T-  
 COUPON NBR: 5872086495  
 SPC CPN MULTI ITEM/10% 8.49T-  
 CHECK AMOUNT: 66.04  
 MICR READ: SUCCESSFUL  
 CHECK TYPE: PERSONAL  
 CHECK NUMBER: 0002476  
 CHECK AUTH #: 1639360  
 ASSOCIATE DISC 15.29 -  
 TAX 08.000% 4.89  
 CHECK TENDER 66.04  
 10/02/04 CASH TOTAL 66.04  
 ASSOC #: 2428

TIMESTAMP: 10-02-04-17:06:18  
 STORE REG TRAN PG ASSOC  
 TRAN. INFO: [0295 026 0079] 01 2428

\*\*\*\*\* START OF TRANSACTION \*\*\*\*\*

SEARS

SEARS

SEARS

SEARS

SEARS

SALE

Commerce POS C 44.017  
 MESTAMP: 10-02-04-15:10:18  
 MERCHANDISE DISPOSITION:  
 DELIVERED BY STORE  
 DELV. TYPE: HFM DOS ORDER  
 DELV. ZIP: 36830  
 DELIVER TO: CUSTOMER  
 1 46 54529 KM 26 CU F SAL 849.99T  
 ORDERED

COUPON NBR: 5870200195  
 CPN MULTI ITEM/\$ 65.00T-DELV. TIME: NORMAL  
 B.T.S. DATE: 10/13/04  
 DELIV. DATE: 10/14/04

DELIVERY FEE 50.00T

NAME: HERBERT BRACKIN  
 ADDRESS: 1482 TAL HIEM ST  
 CITY/STATE: AUBURN, AL  
 ZIP CODE: 36832

PHONE: 334-821-1810 334-703-0776

NAME: HERBERT BRACKIN  
 ADDRESS: 1482 TAL HIEM ST  
 CITY/STATE: AUBURN, AL  
 ZIP CODE: 36830

PHONE: 334-821-1810 334-703-0776  
 DELIV INSTR: >> BYPASSED----- REENTRY REJOURNAL -----  
 ----- START REENTRY HERE -----1 46 54529 KM 26 CU F SAL 849.99T  
 ORDEREDCOUPON NBR: [REDACTED]  
 CPN MULTI ITEM/\$ 65.00T-DELIVERY FEE  
 ACCT # 116000 50.00TOUT OF AREA TAX 08.000% 66.80  
 CARD TYPE: SEARS ACCOUNT

ACCT #: W0582007016691

AUTH CODE: 013532

DELAYED DATE: 10/30/05

DELAY REASON: PROMOTIONAL

10/02/04 DELAYED TOTAL 901.79

ASSOC #: 2428

ESR COPY: PRINTED

REBATE FORM: PRINTED

TIMESTAMP: 10-02-04-15:14:56  
 STORE REG TRAN PG ASSOC  
 TRAN. INFO: [0295 026 0077] 01 2428